

BellSouth Telecommunications, Inc.
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

REC'D TN
REGULATORY AUTH.
JUL 25 PM 2 03
OFFICE OF THE
EXECUTIVE SECRETARY
July 24, 2000

Guy M. Hicks
General Counsel

615 214-6301
Fax 615 214-7406

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Rhythms Links Inc. f/k/a ACI Corp. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.
Docket No. ~~00-00492~~ 00-00656

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Rhythms Links Inc. f/k/a ACI Corp. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendments to the Interconnection Agreement dated January 8, 1999. The first amendment dated December 13, 1999 changes the name of the company from ACI Corp. to Rhythms Links Inc.; the second amendment dated December 13, 1999 relates to physical collocation; the third amendment dated May 26, 2000 adds high frequency spectrum network element provisions; the fourth amendment dated June 1, 2000 relates to virtual collocation cross connects; and the fifth amendment dated June 9, 2000 replaces the Tennessee rate section.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Bob Rowe, Rhythms Links Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Rhythms Links Inc. f/k/a ACI Corp. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~99-00492~~ *00-00656*

**PETITION FOR APPROVAL OF THE
AMENDMENTS TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND RHYTHMS LINKS INC. F/K/A ACI CORP.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, Rhythms Links Inc. f/k/a ACI Corp. ("Rhythms Links") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Interconnection Agreement dated January 8, 1999 (the "Amendments") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Rhythms Links and BellSouth state the following:

1. Rhythms Links and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Rhythms Links. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on August 24, 1999.

2. The parties have recently negotiated several Amendments to the Agreement. The first amendment dated December 13, 1999 changes the name of the company from ACI Corp. to Rhythms Links Inc.; the second amendment dated December 13, 1999 relates to physical collocation; the third amendment dated May 26, 2000 adds

high frequency spectrum network element provisions; the fourth amendment dated June 1, 2000 relates to virtual collocation cross connects; and the fifth amendment dated June 9, 2000 replaces the Tennessee rate section. Copies of the Amendments are attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Rhythms Links and BellSouth are submitting their Amendments to the TRA for its consideration and approval. The Amendments provide that either or both of the parties is authorized to submit this Amendments to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendments between BellSouth and Rhythms Links within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Rhythms Links and BellSouth aver that the Amendments are consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Rhythms Links and BellSouth respectfully request that the TRA approve the Amendments negotiated between the parties.

This 24th day of June, 2000.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Gay M. Hicks

333 Commerce Street, Suite 2101

Nashville, Tennessee 37201-3300

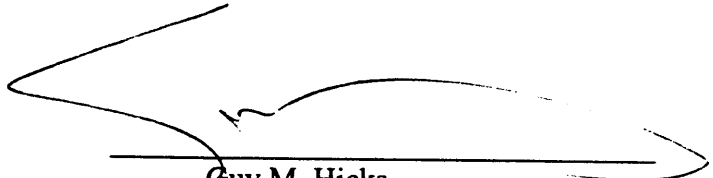
(615) 214-6301

Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail:

Bob Rowe
Rhythms Links Inc.
2609 Monterey Drive
Pittsburgh, PA 15241



Guy M. Hicks

**AMENDMENT
TO
INTERCONNECTION AGREEMENT BETWEEN
RHYTHMS LINKS INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED January 8, 1999**

Pursuant to this Amendment (the "Amendment"), Rhythms Links Inc. ("Rhythms") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby amend that certain Interconnection Agreement between the Parties dated January 8, 1999 (the "Interconnection Agreement").

WHEREAS, the Parties entered into an Interconnection Agreement on January 8, 1999; and

WHEREAS, the Parties desire to amend that Interconnection Agreement.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Agreement entered into between BellSouth and Rhythms, is hereby amended to delete Attachment 11, Exhibit 9-TN in its entirety and replace it with a new Attachment 11, Exhibit 9-TN, which is incorporated herein as Exhibit A.
2. This Amendment shall have an effective date of June 9, 2000.
3. All other provisions of the Interconnection Agreement dated January 8, 1999 shall remain in full force and effect.
4. Either or both of the Parties shall submit this Amendment to the appropriate Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to the Interconnection Agreement to be executed by their respective duly authorized representatives on the date indicated below.

Rhythms Links Inc.

By: [Signature]
Name: ERIC H. GERS
Title: Secretary
Date: 6/9/00

BellSouth Telecommunications, Inc.

By: [Signature]
Name: Jerry D. Hendrix
Title: Senior Director
Date: 6/9/00

Exhibit A to Amendment

TENNESSEE

PRICING

1. **General Principles**

All services currently provided hereunder (including resold Local Services), Network Elements and Ancillary Functions and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Tennessee Regulatory Authority.

2. **Local Service Resale**

The prices that Rhythms shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discounts will apply to all Telecommunications Services available for resale in Tennessee:

Telecommunications Services with
Operator and Directory Assistance
Service:

16.00%

Telecommunications Services without
Operator and Directory Assistance
Service:

21.56%

3. **Unbundled Network Elements**

The prices that Rhythms shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. **Compensation For Local Interconnection (Call Transport and Termination)**

The prices that Rhythms and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

5. **Ancillary Functions**

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in BellSouth's Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 USC Section 224(d). Rhythms may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 USC Section 224(d).

6. **Local Number Portability**

The prices for interim number portability are set forth in Table 1.

7. **Recorded Usage Data**

The prices for Recorded Usage Data are set forth in Table 1.

8. **Electronic Interfaces**

Reimbursement for operational interfaces shall be as determined by the Tennessee Regulatory Authority.

9. **True-up**

Except for the interim prices for resold Local Services, the interim prices referenced above shall be subject to true-up according to the following procedures:

- 9.1 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 11 of the General Terms and Conditions – Part A of the Agreement.
- 9.2 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 11 of the General Terms and Conditions – Part A of the Agreement, so long as they file the resulting agreement with the Commission as a "negotiated agreement" under Section 252(e) of the Act.
- 9.3 A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:
- (a) BellSouth and Rhythms are entitled to be full parties to the proceeding;

- (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
- (c) It shall include as an issue the geographic deaveraging of unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.
- 9.4 Rhythms shall retain its ability under Section 252(i) to obtain any interconnection, service, or network element provided under an agreement approved under Section 252 to which BellSouth is a party, upon the same terms and conditions as those provided in the agreement.
10. ***Operational Support Systems (OSS) Rates**

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES				
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge (per end user account)	
	Non-Recurring Establishment Charge	Recurring Charge, per month	Charge per order	Surcharge for manually placed orders
TENNESSEE	\$100.00	\$50.00	\$10.80	\$22.00

The rates for OSS mentioned above are interim and subject to modification based upon receipt of a final, non-appealable order by the Tennessee Regulatory Authority.

**BELLSOUTH/RHYTHMS RATES
NETWORK ELEMENTS
AND OTHER SERVICES**

Attachment 11
Exhibit 9-TN
Rates - Page 1

DESCRIPTION	USOC	TN
NID (all types), per month	UNDAX	\$0.56
Nonrecurring Charge - customer transfer, feature additions, changes (1)		NA
LOOP, INCLUDING NID		
2-Wire Analog VG Loop		
RC - Zone 1, per month (Note 2)	TBD	\$15.54
RC - Zone 2, per month (Note 2)	TBD	\$19.55
RC - Zone 3, per month (Note 2)	TBD	\$28.02
RC - Zone 4, per month (Note 2)	TBD	NA
NRC - 1st	UEAL2	\$58.50
NRC - Add'l	UEAL2	\$31.00
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$55.00
2-Wire Analog VG Loop-SL1		
RC - Zone 1, per month (Note 2)	TBD	\$15.92
RC - Zone 2, per month (Note 2)	TBD	\$20.79
RC - Zone 3, per month (Note 2)	TBD	\$27.18
RC - Zone 4, per month (Note 2)	TBD	NA
NRC - 1st	UEAL2	\$78.93
NRC - Add'l	UEAL2	\$50.98
NRC - Disconnect Charge - 1st	UEAL2	NA
NRC - Disconnect Charge - Add'l	UEAL2	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
2-Wire Analog VG Loop-SL2 w/loop or ground start signaling		
RC - Zone 1, per month (Note 2)	TBD	\$15.92
RC - Zone 2, per month (Note 2)	TBD	\$20.79
RC - Zone 3, per month (Note 2)	TBD	\$27.18
RC - Zone 4, per month (Note 2)	TBD	NA
NRC - 1st	UEAL2	\$192.97
NRC - Add'l	UEAL2	\$140.72
NRC - Disconnect Charge - 1st	UEAL2	NA
NRC - Disconnect Charge - Add'l	UEAL2	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$55.00
2-Wire Analog VG Loop-SL2 w/ reverse battery signaling		
RC - Zone 1, per month (Note 2)	TBD	\$15.92
RC - Zone 2, per month (Note 2)	TBD	\$20.79
RC - Zone 3, per month (Note 2)	TBD	\$27.18
RC - Zone 4, per month (Note 2)	TBD	NA
NRC - 1st	UEAR2	\$192.97
NRC - Add'l	UEAR2	\$140.72
NRC - Disconnect Charge - 1st	UEAR2	NA
NRC - Disconnect Charge - Add'l	UEAR2	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$55.00
4-Wire Analog VG Loop		
RC - Zone 1, per month (Note 2)	TBD	\$15.92
RC - Zone 2, per month (Note 2)	TBD	\$20.79
RC - Zone 3, per month (Note 2)	TBD	\$27.18
RC - Zone 4, per month (Note 2)	TBD	NA
NRC - 1st	UEAL4	\$58.50
NRC - Add'l	UEAL4	\$31.00
NRC - Disconnect Charge - 1st	UEAL4	NA
NRC - Disconnect Charge - Add'l	UEAL4	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$55.00
2-Wire ISDN Digital Grade Loop		

BELLSOUTH/RHYTHMS RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	TN
RC - Zone 1, per month (Note 2)	TBD	\$15.92
RC - Zone 2, per month (Note 2)	TBD	\$20.79
RC - Zone 3, per month (Note 2)	TBD	\$27.18
RC - Zone 4, per month (Note 2)	TBD	NA
NRC - 1st	U1L2X	\$58.50
NRC - Add'l	U1L2X	\$31.00
NRC - Disconnect Charge - 1st	U1L2X	NA
NRC - Disconnect Charge - Add'l	U1L2X	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$55.00
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop		
RC - Zone 1, per month (Note 2)	TBD	\$15.93
RC - Zone 2, per month (Note 2)	TBD	\$20.05
RC - Zone 3, per month (Note 2)	TBD	\$28.74
RC - Zone 4, per month (Note 2)	TBD	NA
NRC - 1st	UAL2X	\$640.79
NRC - Add'l	UAL2X	\$541.94
NRC - Disconnect Charge - 1st	UAL2X	NA
NRC - Disconnect Charge - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$55.00
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop		
RC - Zone 1, per month (Note 2)	TBD	\$11.62
RC - Zone 2, per month (Note 2)	TBD	\$14.62
RC - Zone 3, per month (Note 2)	TBD	\$20.96
RC - Zone 4, per month (Note 2)	TBD	NA
NRC - 1st	UHL2X	\$640.79
NRC - Add'l	UHL2X	\$541.94
NRC - Disconnect Charge - 1st	UHL2X	NA
NRC - Disconnect Charge - Add'l	UHL2X	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$55.00
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop		
RC - Zone 1, per month (Note 2)	TBD	\$15.46
RC - Zone 2, per month (Note 2)	TBD	\$19.46
RC - Zone 3, per month (Note 2)	TBD	\$27.88
RC - Zone 4, per month (Note 2)	TBD	NA
NRC - 1st	UHL4X	\$666.70
NRC - Add'l	UHL4X	\$568.86
NRC - Disconnect Charge - 1st	UHL4X	NA
NRC - Disconnect Charge - Add'l	UHL4X	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$55.00
4-Wire DS1 Digital Loop		
RC - Statewide, per month	USLXX	TBD
RC - Zone 1, per month (Note 2)	TBD	TBD
RC - Zone 2, per month (Note 2)	TBD	TBD
RC - Zone 3, per month (Note 2)	TBD	TBD
RC - Zone 4, per month (Note 2)	TBD	NA
NRC - 1st	USLXX	TBD
NRC - Add'l	USLXX	TBD
NRC - Disconnect Charge - 1st	USLXX	NA
NRC - Disconnect Charge - Add'l	USLXX	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA

**BELLSOUTH RHYTHMS RATES
NETWORK ELEMENTS
AND OTHER SERVICES**

Attachment 11
Exhibit 9-TN
Rates - Page 3

DESCRIPTION	USOC	TN
4-Wire 56 Kbps Dig Grade Loop		
RC - Zone 1, per month (Note 2)	TBD	\$36.45
RC - Zone 2, per month (Note 2)	TBD	\$45.87
RC - Zone 3, per month (Note 2)	TBD	\$65.75
RC - Zone 4, per month (Note 2)	TBD	NA
NRC - 1st	UDL56	\$643.00
NRC - Add'l	UDL56	\$421.26
NRC - Disconnect Charge - 1st	UDL56	NA
NRC - Disconnect Charge - Add'l	UDL56	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$55.00
4-Wire 64 Kbps Dig Grade Loop		
RC - Zone 1, per month (Note 2)	TBD	\$36.45
RC - Zone 2, per month (Note 2)	TBD	\$45.87
RC - Zone 3, per month (Note 2)	TBD	\$65.75
RC - Zone 4, per month (Note 2)	TBD	NA
NRC - 1st	UDL64	\$643.00
NRC - Add'l	UDL64	\$421.26
NRC - Disconnect Charge - 1st	UDL64	NA
NRC - Disconnect Charge - Add'l	UDL64	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$55.00
DS3 Unbundled Local Loop		
DS3 Unbundled Local Loop - per mile	1L5ND	\$30.53
DS3 Unbundled Local Loop- per Facility Termination	UE3PX	\$400.21
NRC - Facility Termination - 1st	UE3PX	\$726.16
NRC - Facility Termination - Add'l	UE3PX	\$411.64
NRC - Facility Termination - Disconnect - 1st	UE3PX	\$103.36
NRC - Facility Termination - Disconnect - Add'l	UE3PX	\$100.59
NRC - Incremental Charge - Manual Svc Order - 1st	SOMAC	\$53.03
NRC - Incremental Charge - Manual Svc Order - Add'l	SOMAC	\$53.03
NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAC	\$22.95
NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAC	\$22.95
Unbundled Sub-Loops		
Sub-Loop Analog		
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month		
NRC - Set-Up per Cross Box location - CLEC Feeder Facility set-up	USBN2	\$9.79
NRC - Set-Up per Cross Box location - per 25 pair panel set-up	USBSA	TBD
NRC - 1st	USBSB	TBD
NRC - Add'l	USBN2	\$586.00
NRC - Disconnect Charge - 1st	USBN2	\$255.00
NRC - Disconnect Charge - Add'l	USBN2	NA
NRC - Incremental Charge - Manual Service Order - 1st	USBN2	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Order Coordination - per loop	SOMAN	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	USBMC	TBD
NRC - Set-Up per Cross Box location - CLEC Feeder Facility set-up	TBD	\$9.23
NRC - Set-Up per Cross Box location - per 25 pair panel set-up	USBSA	TBD
NRC - 1st	USBSB	TBD
NRC - Add'l	TBD	\$587.00
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	\$255.00
Unbundled Network Terminating Wire	USBMC	TBD
UNTW Pair, per pair, per month		
Site Visit Survey, per MDU/MTU Complex, NRC	UENPP	\$1.31
Site Visit Set-Up - Terminal Preparation, per terminal	UENV5	\$225.00
NRC - 1st terminal		
NRC - Add'l terminal	UENSS	\$98.00
Access Terminal Provisioning & 1st 25 pair panel (SPOI), per terminal, NRC	UENSS	\$65.00
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	UEN1T	\$110.00
UNTW Pair Provisioning, per pair, NRC	UEN2T	\$35.00
Service Visit for Provisioning, per request, per premises, NRC	UENPP	\$9.00
Manual Service Order, NRC	UENSV	\$55.00
	MOCLA	\$45.00

BELL SOUTH RHYTHMS RATES
NETWORK ELEMENTS
AND OTHER SERVICES

Attachment 11
Exhibit 9-TN
Rates - Page 4

DESCRIPTION	USOC	TN
Sub-Loop Concentration - Channelization Sys (Outside CO)		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD
TR008 - System A (96 channel capacity - channels 1-96), per month		
NRC - 1st	UCT8A	\$683.78
NRC - Add'l	UCT8A	\$634.31
TR008 - System B (96 channel capacity - channels 97-192), per month		
NRC - 1st	UCT8A	\$311.78
NRC - Add'l	UCT8B	\$102.12
NRC - Add'l	UCT8B	\$634.31
TR303 - System A (96 channel capacity - channels 1-96), per month		
NRC - 1st	UCT8B	\$311.78
NRC - Add'l	UCT3A	\$726.87
NRC - Add'l	UCT3A	\$634.31
TR303 - System B (96 channel capacity - channels 97-192), per month		
NRC - 1st	UCT3A	\$311.78
NRC - Add'l	UCT3B	\$145.21
NRC - Add'l	UCT3B	\$634.31
DS1 Feeder Interface, per month		
NRC 1st	UCT3B	\$311.78
NRC Add'l	UCTFS	\$76.73
NRC Add'l	UCTFS	\$418.37
Channel Interface - 2 Wire Voice - Loop Start , per month		
NRC 1st	UCTFS	\$198.67
NRC Add'l	TBD	\$2.61
NRC Add'l	TBD	\$41.95
Channel Interface - 2 Wire ISDN, per month		
NRC 1st	TBD	\$41.71
NRC Add'l	ULCC1	\$10.43
NRC Add'l	ULCC1	\$41.95
Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month		
NRC 1st	ULCC1	\$41.71
NRC Add'l	TBD	\$15.51
NRC Add'l	TBD	\$41.95
Channel Interface - 4 Wire Voice, per month		
NRC 1st	TBD	\$41.71
NRC Add'l	ULCC4	\$9.26
NRC Add'l	ULCC4	\$41.95
Test Circuit, per month		
NRC 1st	ULCC4	\$41.71
NRC Add'l		\$45.22
NRC Add'l	UCTTC	\$41.95
Channel Interface - Digital 56Kbps, per month		
NRC 1st	UCTTC	\$41.71
NRC Add'l	ULCC5	\$13.71
NRC Add'l	ULCC5	\$41.95
Channel Interface - Digital 64Kbps, per month		
NRC 1st	ULCC5	\$41.71
NRC Add'l	ULCC6	\$13.71
NRC Add'l	ULCC6	\$41.95
NRC Add'l	ULCC6	\$41.71
Loop Concentration System (Inside C.O.)		
NRC - Incremental Charge - Manual Service Order - 1st		
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD
Loop Channelization System - Digital Loop Carrier		
RC - Loop Channelization System - Digital Loop Carrier	SOMAN	TBD
NRC- 1st	TBD	NA
NRC- Add'l	TBD	NA
NRC- Incremental Cost - Manual Service Order- 1st	TBD	NA
NRC- Incremental Cost - Manual Service Order- Add'l	TBD	NA
TR008 -System A (96 channel capacity - channels 1-96), per month		
NRC - 1st	TBD	NA
NRC - Add'l	UCT8A	\$380.06
NRC - Add'l	UCT8A	\$1,114.05
TR008 -System B (96 channel capacity - channels 97-192), per month		
NRC - 1st	UCT8A	NA
NRC - Add'l	UCT8B	\$68.71
NRC - Add'l	UCT8B	\$464.21
TR303 - System A (96 channel capacity - channels 1-96), per month		
NRC - 1st	UCT8B	NA
NRC - Add'l	UCT3A	\$428.73
NRC - Add'l	UCT3A	\$1,114.05
TR303 - System B (96 channel capacity - channels 97-192), per month		
NRC - 1st	UCT3A	NA
NRC - Add'l	UCT3B	\$115.79
NRC - Add'l	UCT3B	\$464.21
DS1 Interface, per month		
NRC 1st	UCT3B	NA
NRC Add'l	UCTCO	\$6.49
NRC Add'l	UCTCO	\$367.41
Channel Interface - 2 Wire Voice - Loop Start , per month		
NRC 1st	UCTCO	\$131.92
NRC Add'l	TBD	\$2.58
NRC Add'l	TBD	\$35.74
NRC Add'l	TBD	\$35.54

- BELLSOUTH/RHYTHMS RATES
NETWORK ELEMENTS
AND OTHER SERVICES

Attachment 11
Exhibit 9-TN
Rates - Page 5

DESCRIPTION	USOC	TN
Channel Interface - 2 Wire ISDN, per month	ULCC1	\$10.30
NRC 1st	ULCC1	\$35.74
NRC Add'l	ULCC1	\$35.54
Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month	TBD	\$15.32
NRC 1st	TBD	\$35.74
NRC Add'l	TBD	\$35.54
Channel Interface - 4 Wire Voice, per month	ULCC4	\$9.13
NRC 1st	ULCC4	\$35.74
NRC Add'l	ULCC4	\$35.54
Test Circuit, per month	UCTTC	\$44.65
NRC 1st	UCTTC	\$35.74
NRC Add'l	UCTTC	\$35.54
Channel Interface - Digital 56Kbps, per month	ULCC5	TBD
NRC 1st	ULCC5	TBD
NRC Add'l	ULCC5	TBD
Channel Interface - Digital 64Kbps, per month	ULCC6	TBD
NRC 1st	ULCC6	TBD
NRC Add'l	ULCC6	TBD
DARK FIBER		
Per four fiber strands, per route mile or fraction thereof, per month	1L5DF	\$52.67
NRC - Per each four-fiber dark fiber arrangement - 1st	1L5DF	\$1,672.44
NRC - Per each four-fiber dark fiber arrangement - Add'l	1L5DF	\$509.09
NOTES:		
1 In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.		
2 Certain Geographically Deaveraged UNE Zone Loop rates were available as of May 1, 2000. BellSouth's billing systems are in the process of being enhanced to bill all Deaveraged UNE Zone rates. Until that takes place, only the Deaveraged UNE Zone 1 will be billed. True-ups will take place periodically. To identify wire centers by Deaveraged UNE Zone, reference the Internet web site: http://www.interconnection.bellsouth.com .		
3 All rates are interim and subject to true-up.		

**BELLSOUTH/RHYTHMS RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS**

Attachment 11
Exhibit 9-TN
Rates - Page 1

DESCRIPTION		USOC	TN
LOCAL EXCHANGE SWITCHING (PORTS)			
2-Wire Analog Line Port (Res., Bus.), per month			
	2- wire voice unbundled port - residence	UEPRL	\$1.90 - Note 1
	2-wire voice unbundled port with caller ID - residence	UEPRC	\$1.90
	2-wire voice unbundled port outgoing only - residence	UEPRO	\$1.90
	2-wire voice unbundled area plus port with caller ID - residence	UEPRM	\$1.90
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	\$1.90
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	\$1.90
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	\$1.90
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	\$1.90
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	\$1.90
	2-wire voice unbundled res, low usage line port with Caller ID (LUM)	UEPAP	\$1.90
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)		LNPCX	
	2-wire voice unbundled port without Caller ID	UEPBL	\$1.90
	2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	\$1.90
	2-wire voice unbundled outgoing only port	UEPBO	\$1.90
	2-wire voice unbundled area plus port with Caller ID	UEPBM	\$1.90
	2-wire voice unbundled incoming only port with Caller ID	UEPB1	\$1.90
	2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	\$1.90
	2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	\$1.90
	2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	\$1.90
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)		LNPCX	
Non-Recurring Charges (NRC) - 1st (Residence)			
	2- wire voice unbundled port - residence	UEPRL	BST GSST A4.3.1
	2-wire voice unbundled port with caller, ID - residence	UEPRC	BST GSST A4.3.1
	2-wire voice unbundled port outgoing only - residence	UEPRO	BST GSST A4.3.1
	2-wire voice unbundled area plus port with caller ID - residence	UEPRM	BST GSST A4.3.1
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	BST GSST A4.3.1
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	BST GSST A4.3.1
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	BST GSST A4.3.1
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	BST GSST A4.3.1
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	BST GSST A4.3.1
	2-wire voice unbundled Res Low Usage Line Port with Caller+E563 ID (LUM)	UEPAP	BST GSST A4.3.1
NRC - Add'l (Residence)			
	2- wire voice unbundled port - residence -	UEPRL	BST GSST A4.3.1
	2-wire voice unbundled port with caller ID - residence	UEPRC	BST GSST A4.3.1
	2-wire voice unbundled port outgoing only - residence	UEPRO	BST GSST A4.3.1

BELLSOUTH/RHYTHMS RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 11
Exhibit 9-TN
Rates - Page 2

DESCRIPTION		USOC	TN
	2-wire voice unbundled area plus port with caller ID - residence	UEPRM	BST GSST A4.3.1
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	BST GSST A4.3.1
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	BST GSST A4.3.1
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	BST GSST A4.3.1
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	BST GSST A4.3.1
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	BST GSST A4.3.1
	2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)	UEPAP	BST GSST A4.3.1
	NRC - 1st (Business)		
	2-wire Voice Unbundled Port without Caller ID	UEPBL	BST GSST A4.3.1
	2-wire voice unbundled port with Caller ID	UEPBC	BST GSST A4.3.1
	2-wire voice unbundled outgoing only port	UEPBO	BST GSST A4.3.1
	2-wire voice unbundled Area Plus Port with Caller ID	UEPBM	BST GSST A4.3.1
	2-wire voice unbundled Incoming only Port with Caller ID	UEPB1	BST GSST A4.3.1
	2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	BST GSST A4.3.1
	2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	BST GSST A4.3.1
	2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)	UEPAE	BST GSST A4.3.1
	NRC - Add'l (Business)		
	2-wire voice unbundled port without Caller ID	UEPBL	BST GSST A4.3.1
	2-wire voice unbundled port with Caller ID	UEPBC	BST GSST A4.3.1
	2-wire voice unbundled outgoing only port	UEPBO	BST GSST A4.3.1
	2-wire voice unbundled Area Plus Port with Caller ID	UEPBM	BST GSST A4.3.1
	2-wire voice unbundled incoming only port with Caller ID	UEPB1	BST GSST A4.3.1
	2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	BST GSST A4.3.1
	2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	BST GSST A4.3.1
	2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)	UEPAE	BST GSST A4.3.1
	4-Wire Analog VG Port, per month		
	NRC - 1st	UEP4A	NA
	NRC - Add'l	UEP4A	NA
	NRC - Disconnect Charge - 1st	UEP4A	NA
	NRC - Disconnect Charge - Add'l	BFR	NA
	NRC - Incremental Charge - Manual Service Order - 1st	BFR	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
	2-Wire DID Port, per month		
	NRC - 1st	UEPP2	\$12.68
	NRC - Add'l	UEPP2	BST GSST A4.3.1
		UEPP2	BST GSST A4.3.1

BELLSOUTH/RHYTHMS RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 11
Exhibit 9-TN
Rates - Page 3

DESCRIPTION	USOC	TN
NRC - Disconnect Charge - 1st	UEPP2	NA
NRC - Disconnect Charge - Add'l	UEPP2	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
4-Wire DS1 Port w/DID capability, per month	UEPDD	\$120.00
NRC - 1st	UEPDD	To be negotiated
NRC - Add'l	UEPDD	To be negotiated
NRC - Disconnect Charge - 1st	UEPDD	NA
NRC - Disconnect Charge - Add'l	UEPDD	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
2-Wire ISDN Port(2) (3), per month	U1PMA	\$1.90
NRC - 1st	U1PMA	BST GSST A4.3.1
NRC - Add'l	U1PMA	BST GSST A4.3.1
NRC - Disconnect Charge - 1st	U1PMA	NA
NRC - Disconnect Charge - Add'l	U1PMA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
NRC - User Profile per B Channel (4)	U1UMA	NA
4-Wire ISDN DS1 Port, per month	UEPEX	\$308.00
NRC - 1st	UEPEX	To be negotiated
NRC - Add'l	UEPEX	To be negotiated
NRC - Disconnect Charge - 1st	UEPEX	NA
NRC - Disconnect Charge - Add'l	UEPEX	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
2-Wire Analog Line Port (PBX), per month		
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	\$1.90
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	\$1.90
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	\$1.90
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	\$1.90
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	\$1.90
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	\$1.90
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	\$1.90
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	\$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	\$1.90
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	\$1.90
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	\$1.90
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	\$1.90
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	URPXM	\$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	\$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	\$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	\$1.90

BELLSOUTH/RHYTHMS RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 11
Exhibit 9-TN
Rates - Page 4

DESCRIPTION		USOC	TN
	2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	\$1.90
	2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	\$1.90
	UNBUNDLED LOOP BILLING USOC (REQUIRES ONE PER PORT)	UEPLX	
	LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP	
2-Wire Analog Hunting, per line per month		HTGUX	NA
	NRC - 1st	HTGUX	NA
	NRC - Add'l	HTGUX	NA
Coin Port, per month			\$1.90
	NRC - 1st		BST GSST A4.3.1
	NRC - Add'l		BST GSST A4.3.1
	NRC - Disconnect Charge - 1st		NA
	NRC - Disconnect Charge - Add'l		NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
VERTICAL FEATURES			
Local Switching Features offered with Port, Per month		N/A	NA
End Office Switching (Port Usage)			
	End Office Switching Function, per mou	N/A	\$0.0019
	End Office Switching Function, add'l mou	N/A	NA
	End Office Interoffice Trunk Port—Shared, per mou	N/A	NA
Tandem Switching (Port Usage) (Local or Access Tandem)			
	Tandem Switching Function per mou	N/A	\$0.000676
	Tandem Interoffice Trunk Port - Shared per mou		NA
NOTES:			
1	Port rate includes all available features.		
2	Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.		
3	Access to B Channel or D Channel Packet capabilities will be available only through BFR/NBR Process. Rates for the packet capabilities will be determined via the BFR/NBR Process.		
4	This rate element is for those states which have a specific rate for User Profile per B Channel.		

- BELLSOUTH/RHYTHMS RATES
NETWORK ELEMENTS
AND OTHER SERVICES
TRANSPORT

Attachment 11
Exhibit 9-TN
Rates - Page 1

DESCRIPTION	USOC	TN
INTEROFFICE TRANSPORT		
Common (Shared) Transport		
Common (Shared) Transport per mile per mou	N/A	\$0.00004
Common (Shared) Transport Facilities Termination per mou	N/A	\$0.00036
Interoffice Channel - Dedicated Transport - 2-Wire VG		
Interoffice Channel - Dedicated Transport - 2-Wire VG - per mile	1L5XX	\$0.0173
Interoffice Channel - Dedicated Transport - 2-Wire VG - facility termination per month		
NRC - 1st	U1TV2	\$18.33
NRC - Add'l	U1TV2	\$83.35
NRC - Incremental Charge - Manual Service Order - 1st	U1TV2	\$20.88
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$30.15
	SOMAC	\$31.63
Interoffice Channel - Dedicated Transport - DS0 - 56/64 KBPS		
Interoffice Channel - Dedicated Transport - DS0 - per mile per month	1L5XX	\$0.17
Interoffice Channel - Dedicated Transport - DS0 - facility termination per month	U1TD6	\$17.74
NRC - 1st	U1TD6	\$83.35
NRC - Add'l	U1TD6	\$20.88
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$30.15
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$31.63
Interoffice Channel - Dedicated Transport - DS1		
Interoffice Channel - Dedicated Transport - DS1 - per mile per month	1L5XX	\$0.3525
Interoffice Channel - Dedicated Transport - DS1 facility termination per month	U1TF1	\$75.83
NRC - 1st	U1TF1	\$166.53
NRC - Add'l	U1TF1	\$124.84
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$30.15
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$31.63
Interoffice Channel - Dedicated Transport - DS3		
Interoffice Channel - Dedicated Transport - DS3 - per mile per month	1L5XX	\$6.88
Interoffice Channel - Dedicated Transport - DS3 - facility termination per month	U1TF3	\$840.61
NRC - 1st	U1TF3	\$877.70
NRC - Add'l	U1TF3	\$540.32
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$102.75
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$102.75
Local Channel - Dedicated Transport		
Local Channel - Dedicated Transport - 2-Wire VG		
Monthly Recurring		
NRC - 1st	ULDV2	\$19.02
NRC - Add'l	ULDV2	\$254.14
NRC - Incremental Charge - Manual Service Order - 1st	ULDV2	\$28.96
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$33.65
	SOMAC	\$23.84
Local Channel - Dedicated Transport - 4-Wire VG		
Monthly Recurring		
NRC - 1st	ULDD6	\$20.14
NRC - Add'l	ULDD6	\$257.05
NRC - Incremental Charge - Manual Service Order - 1st	ULDD6	\$30.34
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$33.65
	SOMAC	\$23.84
Local Channel - Dedicated Transport - DS1		
Monthly Recurring		
NRC - 1st	TMECS	\$40.27
NRC - Add'l	TMECS	\$343.71
NRC - Incremental Charge - Manual Service Order - 1st	TMECS	\$277.86
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$23.51
	SOMAC	\$21.75
Local Channel - Dedicated Transport - DS3		
DS3 - per mile per month		
DS3 - Facility Termination per month	1L5NC	\$23.76
NRC - 1st	ULDF3	\$607.28
NRC - Add'l	ULDF3	\$877.70
NRC - Incremental Charge - Manual Service Order - 1st	ULDF3	\$540.32
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$102.75
	SOMAC	\$102.75
CHANNELIZATION		
DS3 Channelization (DS3 to DS1)		
per Channelized System per month		
NRC - 1st	MQ3	\$225.59
NRC - Add'l	MQ3	\$265.08
NRC - 1st - Disconnect	MQ3	\$185.94
	MQ3	\$61.09

- BELLSOUTH/RHYTHMS RATES
NETWORK ELEMENTS
AND OTHER SERVICES
TRANSPORT

Attachment 11
Exhibit 9-TN
Rates - Page 2

DESCRIPTION	USOC	TN
NRC -Add'l - Disconnect	MQ3	\$50.31
NRC - Channel System - Incremental Cost - Manual Svc. Order -1st	SOMAC	\$21.71
NRC - Channel System - Incremental Cost - Manual Svc. Order - Add'l	SOMAC	\$10.46
NRC - Channel System - Incremental Cost - Manual Svc. Order - Disconnect - 1st	SOMAC	\$14.21
NRC - Channel System - Incremental Cost - Manual Svc. Order - Disconnect - Add'l	SOMAC	\$1.46
per interface per month	1PQE1	\$3.91
NRC - 1st	1PQE1	\$12.61
NRC - Add'l	1PQE1	\$9.03
DS1 Channelization (DS1 to DS0)		
per Channelized System per month	MQ1	\$165.21
NRC - 1st	MQ1	\$197.21
NRC - Add'l	MQ1	\$119.99
NRC -1sr - Disconnect	MQ1	\$25.66
NRC -Add'l - Disconnect	MQ1	\$15.81
NRC - Channel System - Incremental Cost - Manual Svc. Order -1st	SOMAC	\$21.71
NRC - Channel System - Incremental Cost - Manual Svc. Order -Add'l	SOMAC	\$10.46
NRC - Channel System - Incremental Cost - Manual Svc. Order - Disconnect -1st	SOMAC	\$14.21
NRC - Channel System - Incremental Cost - Manual Svc. Order - Disconnect -Add'l	SOMAC	\$1.46
DS1 Channization Interfaces		
per OCU-DP(data) card per month(2.4-64kbps)	1D1DD	\$2.46
NRC - 1st	1D1DD	\$12.61
NRC - Add'l	1D1DD	\$9.03
per VG card per month	1D1VG	\$1.25
NRC - 1st	1D1VG	\$12.61
NRC - Add'l	1D1VG	\$9.03
DARK FIBER		
Per four fiber strands, per route mile or fraction thereof, per month	1L5DF	\$52.67
NRC - Per each four-fiber dark fiber arrangement - 1st	1L5DF	\$1,672.44
NRC - Per each four-fiber dark fiber arrangement - Add'l	1L5DF	\$509.09

- BELLSOUTH/RHYTHMS RATES
NETWORK ELEMENTS
AND OTHER SERVICES
OSS/SWA 8XX/DATABASES

Attachment 11
Exhibit 9-TN
Rates - Page 1

DESCRIPTION	USOC	TN
Operational Support Systems		
Recovery of incremental OSS costs, per CLP, per month	TBD	NA
RC - OSS OLEC Daily Usage File: Recording, Per Message	TBD	\$0.008
RC - OSS OLEC Daily Usage File: Message Processing, Per Message	TBD	\$0.004
RC - OSS OLEC Daily Usage File: Message Distribution, Per Magnetic Tape	TBD	\$54.95
RC - OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT),	TBD	\$0.001
Access Daily Usage File (ADUF)		
RC - ADUF, Message Processing, per message	TBD	\$0.004
RC - ADUF, Message Distribution, per Magnetic Tape provisioned	TBD	\$54.95
RC - ADUF, Data Transmission (CONNECT:DIRECT), per message	TBD	\$0.001
Enhanced Optional Daily Usage File (EODUF)		
Enhanced Optional Daily Usage File: Message Processing, Per Message	TBD	\$0.004
Enhanced Optional Daily Usage File: Message Processing, per magnetic tape	TBD	\$47.30
Enhanced Optional Daily Usage File: Data Transmission (CONNECT:DIRECT),	TBD	\$0.000364
SWA 8XX Toll Free Dialing Ten Digit Screening Service		
8XX Access Ten Digit Screening (all types), per call (Note 1)	N/A	NA
8XX Access Ten Digit Screening Svc. W/8XX No. Delivery		
per query	N/A	\$0.004
for 8XX Numbers, with Optional Complex Features, per query	N/A	\$0.004
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery		
per query	N/A	\$0.004
with Optional Complex Features, per query	N/A	\$0.004
8XX Access Ten Digit Screening Svc. W/800 No. Delivery		
per message	N/A	NA
for 8XX Numbers, w/Optional Complex Features, per message	N/A	NA
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery		
per message	N/A	NA
with Optional Complex Features, per message	N/A	NA
Reservation Charge per 8XX number reserved		
NRC - 1st	N8R1X	\$30.00
NRC - Add'l	N8R1X	\$0.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
Per 8XX # Established w/o POTS (w/8XX No.) Translations		
NRC - 1st	N/A	\$67.50
NRC - Add'l	N/A	\$1.50
NRC - Disconnect Charge - 1st	N/A	NA
NRC - Disconnect Charge - Add'l	N/A	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
Per 8XX # Established with POTS Translations		
NRC - 1st	N8FTX	\$67.50
NRC - Add'l	N8FTX	\$1.50
NRC - Disconnect Charge - 1st	N8FTX	NA
NRC - Disconnect Charge - Add'l	N8FTX	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
Customized Area of Service per 8XX Number		
NRC - 1st	N8FCX	\$3.00
NRC - Add'l	N8FCX	\$1.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 8XX #		
NRC - 1st	N8FMX	\$3.50
NRC - Add'l	N8FMX	\$2.00
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
Change Charge per request		
NRC - 1st	N8FAX	\$48.50
NRC - Add'l	N8FAX	\$0.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
Call Handling and Destination Features		

- BELLSOUTH/RHYTHMS RATES
NETWORK ELEMENTS
AND OTHER SERVICES
OSS/SWA 8XX/DATABASES

Attachment 11
Exhibit 9-TN
Rates - Page 2

DESCRIPTION	USOC	TN
NRC - 1st	N8FDX	\$3.00
NRC - Add'l	N8FDX	\$3.00
LINE INFORMATION DATABASE ACCESS (LIDB)		
LIDB Common Transport per query	OQT	\$0.0003
LIDB Validation per query	OQU	\$0.041003
LIDB Originating Point Code Establishment or Change - NRC	N/A	NA
NRC - Incremental Charge - Electronic Service Order	TBD	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$91.00
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
CCS7 SIGNALING TRANSPORT SERVICE		
CCS7 Signaling Connection, per link (A link) per month		\$155.00
NRC		\$510.00
NRC - Disconnect		NA
NRC - Incremental Charge - Manual Service Order	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
CCS7 Signaling Termination, per STP port per month		\$355.00
CCS7 Signaling Usage, per ISUP message		\$0.000023
(applicable when measurement and billing capability exists.)		
CCS7 Signaling Usage, per TCAP message		\$0.00005
(applicable when measurement and billing capability exists.)		
CCS7 Signaling Usage Surrogate, per link per LATA per mo		\$395.00
CCS7 Signaling Point Code, Establishment or Change, per STP affected		
NRC		\$62.00
OPERATOR CALL PROCESSING		
Operator Provided Call Handling per min - Using BST LIDB	N/A	NA
Call Completion Access Termination Charge per call attempt	N/A	NA
Operator Provided Call Handling per min - Using Foreign LIDB	N/A	NA
Call Completion Access Termination Charge per call attempt	N/A	NA
Operator Provided Call Handling, per call	N/A	\$0.30
Fully Automated Call Handling per call - Using BST LIDB	N/A	\$0.15
Fully Automated Call Handling per call - Using Foreign LIDB	N/A	\$0.15
Professional recording of name (OCP alone)	USOD1	\$7,000.00
Professional recording of name (DA and OCP alone)	USOD1	\$7,000.00
DRAM or front-end loading, per TOPS switch	USOD2	\$250.00
AABS or back-end loading, per IVS	USOD2	\$225.00
EBAS or 0- automation loading, per NAV shelf	USOD2	\$270.00
Recording Charge per Branded Announcement - Disconnect - Initial	N/A	NA
Recording Charge per Branded Announcement - Disconnect - Subsequent	N/A	NA
INWARD OPERATOR SERVICES		
Verification, per minute	N/A	NA
Verification and Emergency Interrupt, per minute	N/A	NA
Verification, per call	VIL	\$0.90
Verification and Emergency Interrupt, per call	N/A	\$1.95
DIRECTORY ASSISTANCE SERVICES		
Directory Assist Call Completion Access Svc (DACC), per call attempt	N/A	\$0.10
Call Completion Access Term charge per completed call	N/A	NA
Number Services Intercept per query	N/A	\$0.15
Number Services Intercept per Intercept Query Update	N/A	NA
Directory Assistance Access Service Calls, per call		\$0.275
Professional recording of name (DA alone)		\$3,000.00
Professional recording of name (DA and OCP alone)		\$7,000.00
DRAM or front-end loading, per TOPS switch		\$250.00
AABS or back-end loading, per IVS		\$225.00
EBAS or 0- automation loading, per NAV shelf		\$270.00
Recording Charge per Branded Announcement - Disconnect - Initial	N/A	NA
Recording Charge per Branded Announcement - Disconnect - Subsequent	N/A	NA
Directory Transport		
Directory Transport - Local Channel DS1, per month	N/A	\$133.81
NRC - 1st	N/A	\$868.97
NRC - Add'l	N/A	\$486.83
NRC - Disconnect Charge - 1st	N/A	NA
NRC - Disconnect Charge - Add'l	N/A	NA
NRC - Incremental Charge-Manual Svc Order - NRC - 1st	SOMAN	NA
NRC - Incremental Charge-Manual Svc Order - NRC - add'l	TBD	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	SOMAN	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	N/A	\$23.00

- BELLSOUTH/RHYTHMS RATES
NETWORK ELEMENTS
AND OTHER SERVICES
OSS/SWA 8XX/DATABASES

Attachment 11
Exhibit 9-TN
Rates - Page 3

DESCRIPTION	USOC	TN
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per n	N/A	\$90.00
NRC - 1st	N/A	\$100.49
NRC - Add'l	N/A	\$100.49
NRC - Disconnect Charge - 1st	N/A	NA
NRC - Disconnect Charge - Add'l	N/A	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
Switched Common Transport per DA Access Service per call	N/A	NA
Switched Common Transport per DA Access Service per call per mile	N/A	NA
Access Tandem Switching per DA Access Service per call	N/A	NA
DA Interconnection, per DA Access Service Call	N/A	NA
Directory Transport-Installation NRC, per trunk or signaling connection	N/A	
NRC - 1st	N/A	NA
NRC - Add'l	N/A	NA
NRC - Disconnect Charge - 1st	N/A	NA
NRC - Disconnect Charge - Add'l	N/A	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Manual Service Order - 1st	TBD	NA
NRC - Manual Service Order - Add'l	TBD	NA
Directory Assistance Database Service charge per listing	N/A	NA
Directory Assistance Database Service, per month	DBSOF	NA
Direct Access to Directory Assistance Service (DADAS)		
Direct Access to Directory Assistance Service, per month	DBSDS	NA
Direct Access to Directory Assistance Service, per query	DBSDA	NA
Direct Access to Directory Assistance Service, svc estab charge	DBSDE	NA
NRC	DBSDE	NA
NRC - Disconnect	DBSDE	NA
NRC - Incremental Charge Manual Service Order - 1st	SOMAN	NA
AIN (Note 3)		TBD
AIN, per message	CAM	NA
AIN - BellSouth AIN SMS Access Service	CAM	NA
Service Establishment Charge, per state, initial set-up		
NRC	CAMSE	NA
NRC - Disconnect	CAMSE	NA
Port Connection - Dial/Shared Access		
NRC	CAMDP	NA
NRC - Disconnect	CAMDP	NA
Port Connection - ISDN Access		
NRC	CAM1P	NA
NRC - Disconnect	CAM1P	NA
User ID Codes - per User ID Code		
NRC	CAMAU	NA
NRC - Disconnect	CAMAU	NA
Security Card per User ID Code, initial or replacement		
NRC	CAMRC	NA
NRC - Disconnect	CAMRC	NA
Storage, per unit (100Kb)	N/A	NA
Session per minute	N/A	NA
C0. Performed Session, per minute		NA
AIN - BellSouth AIN Toolkit Service		
AIN, Service Creation Tools	CAMBP	NA
Service Establishment Charge, per state, initial set-up		
NRC	BAPSC	NA
NRC - Disconnect	BAPSC	NA
Training Session, per customer		
NRC	BAPVX	NA
NRC - Disconnect	BAPVX	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt		
NRC	BAPTT	NA
NRC - Disconnect	BAPTT	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay		
NRC	BAPTD	NA

- BELLSOUTH/RHYTHMS RATES
NETWORK ELEMENTS
AND OTHER SERVICES
OSS/SWA BXX/DATABASES

Attachment 11
Exhibit 9-TN
Rates - Page 4

DESCRIPTION	USOC	TN
NRC - Disconnect	BAPTD	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate		
NRC	BAPTM	NA
NRC - Disconnect	BAPTM	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP		
NRC	BAPTO	NA
NRC - Disconnect	BAPTO	NA
Trigger Access Charge, per trigger, per DN, CDP		
NRC	BAPTC	NA
NRC - Disconnect	BAPTC	NA
Trigger Access Charge, per trigger, per DN, Feature Code		
NRC	BAPTF	NA
NRC - Disconnect	BAPTF	NA
Query Charge, per query		NA
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query		NA
Monthly Report - per AIN Toolkit Service Subscription	BAPMS	NA
NRC	BAPMS	NA
NRC - Disconnect	BAPMS	NA
Special Study - per AIN Toolkit Service Subscription	BAPLS	NA
NRC	BAPLS	NA
NRC - Disconnect	BAPLS	NA
Call Event Report - per AIN Toolkit Service Subscription	BAPDS	NA
NRC	BAPDS	NA
NRC - Disconnect	BAPDS	NA
Call Event special Study - per AIN Toolkit Service Subscription	BAPES	NA
NRC	BAPES	NA
NRC - Disconnect	BAPES	NA
CALLING NAME (CNAM) QUERY SERVICE		
CNAM (Database Owner), Per Query	N/A	\$0.016
CNAM (Non-Database Owner), Per Query *	N/A	\$0.01
NRC, applicable when Rhythms uses the Character Based User Interface	N/A	\$595.00
* Volume and term arrangements are also available.		
SELECTIVE ROUTING (Not A)		
Per Line or PBX Trunk, each		TBD
NRC		TBD
Customized routing per unique line class code, per request, per switch		NA
NRC	USRCR	\$229.65
NRC - Incremental Charge - Manual Service Order		NA
VIRTUAL COLOCATION		
NRC - Virtual Collocation - Application Cost - Manual	TBD	NA
NRC - Virtual Collocation - Cable Installation Cost per Cable - Manual	TBD	NA
RC - Virtual Collocation - Floor space per square feet	TBD	NA
RC - Virtual Collocation - Floor space power, per ampere	TBD	NA
RC - Virtual Collocation - Cable support structure, per entrance cable	TBD	NA
2-wire Cross-Connect		
RC	UEAC2	\$0.30
NRC - 1st	UEAC2	\$19.20
NRC - Add'l	UEAC2	\$19.20
NRC - 1st - Manual Service Order	TBD	NA
NRC - Add'l - Manual Service Order	TBD	NA
NRC - Disconnect - 1st	UEAC2	NA
NRC - Disconnect - Add'l	UEAC2	NA
4-wire Cross-Connect		
RC	UEAC4	\$0.50
NRC - 1st	UEAC4	\$19.20
NRC - Add'l	UEAC4	\$19.20
NRC - 1st - Manual Service Order	TBD	NA
NRC - Add'l - Manual Service Order	TBD	NA
NRC - Disconnect - 1st	UEAC4	NA
NRC - Disconnect - Add'l	UEAC4	NA
2-fiber Cross-Connect		
RC	CNC2F	\$15.64
NRC - 1st	CNC2F	\$41.56
NRC - Add'l	CNC2F	\$29.82
NRC - Disconnect - 1st	CNC2F	NA

**BELLSOUTH/RHYTHMS RATES
NETWORK ELEMENTS
AND OTHER SERVICES
OSS/SWA 8XX/DATABASES**

Attachment 11
Exhibit 9-TN
Rates - Page 5

DESCRIPTION		USOC	TN
	NRC - Disconnect - Add'l	CNC2F	NA
4-fiber Cross-Connect			
	RC	CNC4F	\$28.11
	NRC - 1st	CNC4F	\$50.53
	NRC - Add'l	CNC4F	\$38.78
	NRC - Disconnect - 1st	CNC4F	NA
	NRC - Disconnect - Add'l	CNC4F	NA
DS1 Cross-Connects			
	RC	TBD	NA
	NRC - 1st	TBD	NA
	NRC - Add'l	TBD	NA
	NRC - Manual Service Order - 1st	TBD	NA
	NRC - Manual Service Order - Add'l	TBD	NA
DS3 Cross-Connects			
	RC	TBD	NA
	NRC - 1st	TBD	NA
	NRC - Add'l	TBD	NA
	NRC - Manual Service Order - 1st	TBD	NA
	NRC - Manual Service Order - Add'l	TBD	NA
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable			
BellSouth tariff or as negotiated by the parties upon request by either party.			
	1 This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.		
	2 This charge is only applicable where signaling usage measurement or billing capability does not exist.		
	3 Prices for AIN to be determined upon development of mediation device. (TN)		
	4 Price for Line Class Codes for Selective Routing shall be determined by the TRA. (TN)		

**AMENDMENT
TO
INTERCONNECTION AGREEMENT BETWEEN
RHYTHMS LINKS INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED January 8, 1999**

Pursuant to this Amendment (the "Amendment"), Rhythms Links Inc. ("Rhythms") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby amend that certain Interconnection Agreement between the Parties dated January 8, 1999 (the "Interconnection Agreement").

WIIEREAS, the Parties entered into an Interconnection Agreement on January 8, 1999; and

WHEREAS, the Parties desire to amend that Interconnection Agreement.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. All Exhibits in Attachment 11 of the Interconnection Agreement are hereby amended to add the rates for Virtual Collocation Cross Connects as set forth in Exhibit A of this Amendment.
2. The rates set forth in Exhibit A of this Amendment for the states of Alabama, Florida, Georgia, Kentucky, and Tennessee are interim and subject to true-up based on any final rates established by a Commission of competent jurisdiction. The Parties agree and acknowledge that the Parties accept these rates as interim rates subject to true-up, and that the Parties do so without waiving any legal rights and without prejudicing any position the Parties may take before any state or federal regulatory, judicial or legislative body or in any proceeding before such a body.

The rates set forth in Exhibit A of this Amendment for the states of Louisiana, Mississippi, North Carolina and South Carolina are final rates and are not subject to true-up.

3. This Amendment shall have an effective date of May 31, 2000.
4. All other provisions of the Interconnection Agreement dated January 8, 1999 shall remain in full force and effect.
5. Either or both of the Parties shall submit this Amendment to the appropriate Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to the Interconnection Agreement to be executed by their respective duly authorized representatives on the date indicated below.

Rhythms Links Inc.

By: Eric H. Geis

Name: Eric H. Geis

Title: Secretary

Date: 6/1/00

BellSouth Telecommunications, Inc.

By: Jerry D. Hendrix

Name: Jerry D. Hendrix

Title: Senior Director

Date: 6/1/00

EXHIBIT A

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
VIRTUAL COLLOCATION										
NRC - Virtual Collocation - Application Cost - Manual	TBD	NA	NA	NA	NA	NA	NA	\$3,622.00	NA	NA
NRC - Virtual Collocation - Cable Installation Cost per Cable - Manual	TBD	NA	NA	NA	NA	NA	NA	\$2,305.00	NA	NA
RC - Virtual Collocation - Floor space per square foot	TBD	NA	NA	NA	NA	NA	NA	\$3.45	NA	NA
RC - Virtual Collocation - Floor space power, per ampere	TBD	NA	NA	NA	NA	NA	NA	\$6.65	NA	NA
RC - Virtual Collocation - Cable support structure, per entrance cable	TBD	NA	NA	NA	NA	NA	NA	\$18.66	NA	NA
2-wire Cross-Connect										
RC	UEAC2	\$0.28	\$0.524	\$0.30	\$0.31	\$0.26	\$0.3956	\$0.09	\$0.3648	\$0.30
NRC - 1st	UEAC2	\$30.76	\$11.57	\$12.60	\$54.21	\$23.04	\$30.93	\$41.78	\$41.50	\$19.20
NRC - Add'l	UEAC2	\$29.40	\$11.57	\$12.60	\$51.07	\$22.11	\$29.59	\$39.23	\$38.94	\$19.20
NRC - 1st - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.75	NA	NA
NRC - Add'l - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.75	NA	NA
NRC - Disconnect - 1st	UEAC2	\$12.75	NA	NA	NA	\$9.48	\$12.76	NA	NA	NA
NRC - Disconnect - Add'l	UEAC2	\$11.38	NA	NA	NA	\$8.54	\$11.43	NA	NA	NA
4-wire Cross-Connect										
RC	UEAC4	\$0.56	\$0.524	\$0.50	\$0.62	\$0.52	\$0.7992	\$0.18	\$0.7297	\$0.50
NRC - 1st	UEAC4	\$66.71	\$11.57	\$12.60	\$54.23	\$23.23	\$31.17	\$41.91	\$41.56	\$19.20
NRC - Add'l	UEAC4	\$50.43	\$11.57	\$12.60	\$50.96	\$22.24	\$29.77	\$39.25	\$38.90	\$19.20
NRC - 1st - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.73	NA	NA
NRC - Add'l - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.73	NA	NA
NRC - Disconnect - 1st	UEAC4	\$12.82	NA	NA	NA	\$9.53	\$12.83	NA	NA	NA
NRC - Disconnect - Add'l	UEAC4	\$11.39	NA	NA	NA	\$8.55	\$11.43	NA	NA	NA
2-fiber Cross-Connect										
RC	CNC2F	\$12.10	NA	\$15.64	\$15.64	\$19.13	\$15.64	\$15.99	\$15.06	\$15.64
NRC - 1st	CNC2F	\$55.46	NA	\$41.56	\$41.56	\$41.07	\$41.56	\$67.34	\$69.28	\$41.56
NRC - Add'l	CNC2F	\$39.18	NA	\$29.82	\$29.82	\$29.63	\$29.82	\$48.55	\$48.89	\$29.82
NRC - Disconnect - 1st	CNC2F	\$16.83	NA	NA	NA	\$12.84	\$12.96	NA	NA	NA
NRC - Disconnect - Add'l	CNC2F	\$13.27	NA	NA	NA	\$10.29	\$10.34	NA	NA	NA
4-fiber Cross-Connect										
RC	CNC4F	\$21.75	NA	\$28.11	\$28.11	\$34.38	\$28.11	\$28.74	\$27.08	\$28.11
NRC - 1st	CNC4F	\$66.71	NA	\$50.53	\$50.53	\$49.81	\$50.53	\$82.35	\$84.07	\$50.53
NRC - Add'l	CNC4F	\$50.43	NA	\$38.78	\$38.78	\$38.37	\$38.78	\$63.56	\$63.68	\$38.78
NRC - Disconnect - 1st	CNC4F	\$21.86	NA	NA	NA	\$16.75	\$16.97	NA	NA	NA
NRC - Disconnect - Add'l	CNC4F	\$18.31	NA	NA	NA	\$14.20	\$14.35	NA	NA	NA
DS1 Cross-Connects										
RC	TBD	NA	NA	NA	NA	NA	NA	\$0.97	NA	NA
NRC - 1st	TBD	NA	NA	NA	NA	NA	NA	\$71.02	NA	NA
NRC - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$51.08	NA	NA
NRC - Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
NRC - Manual Service Order - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
DS3 Cross-Connects										
RC	TBD	NA	NA	NA	NA	NA	NA	\$12.33	NA	NA
NRC - 1st	TBD	NA	NA	NA	NA	NA	NA	\$69.84	NA	NA
NRC - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$49.43	NA	NA
NRC - Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
NRC - Manual Service Order - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon upon request by either party.										

HIGH FREQUENCY SPECTRUM NETWORK ELEMENT
AMENDMENT TO THE
INTERCONNECTION AGREEMENT BETWEEN
RHYTHMS LINKS INC. and
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JANUARY 8, 1999

THIS HIGH FREQUENCY SPECTRUM NETWORK ELEMENT AMENDMENT (the "Amendment") is made by and between BellSouth Telecommunications, Inc. ("BellSouth") and Rhythms Links Inc. ("Rhythms"), as of the 26th day of May 2000. (BellSouth and Rhythms are individually referred to as a "Party" and collectively referred to as the "Parties".)

WHEREAS, the Parties executed an Interconnection Agreement on January 8, 1999, (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to set forth the terms and conditions relating to BellSouth providing to Rhythms unbundled access to the high frequency spectrum of BellSouth's local loops as a network element.

NOW, THEREFORE, for and in consideration of the promises contained herein, the Parties to this Amendment, intending to be legally bound, hereby agree as follows:

1. Attachment 2 of the Agreement shall be amended by adding the following Section 16 to Attachment 2 of the Agreement:

16 High Frequency Spectrum Network Element

16.1 GENERAL

BellSouth shall provide Rhythms access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum Network Element" or "High Frequency Spectrum") at the rates set forth in Section 4 herein. BellSouth shall provide Rhythms with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

- 16.1.1 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Rhythms' the ability to provide Digital Subscriber Line ("xDSL") data services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230, including, but not limited to, ADSL, RADSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules.

BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Rhythms shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. Rhythms shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

16.1.2

The following loop requirements are necessary for Rhythms to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. The process of removing such devices is called "conditioning." BellSouth shall charge and Rhythms shall pay as interim rates, the same rates that BellSouth charges for conditioning stand-alone loops (e.g., unbundled copper loops, ADSL loops, and HDSL loops) until permanent pricing for loop conditioning is established either by mutual agreement or by a state public utility commission. The interim costs for conditioning are subject to true up as provided in paragraph 4.0. BellSouth will condition loops to enable Rhythms to provide xDSL-based services on the same loops the incumbent is providing analog voice service, regardless of loop length. BellSouth is not required to condition a loop for shared-line xDSL if conditioning of that loop significantly degrades BellSouth's voice service. BellSouth shall charge, and Rhythms shall pay, for such conditioning the same rates BellSouth charges for conditioning stand-alone loops (e.g., unbundled copper loops, ADSL loops, and HDSL loops.). If Rhythms requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, Rhythms shall pay for the loop to be restored to its original state.

16.1.3

Rhythms' meet point is the point of termination for Rhythms' or the toll main distributing frame in the central office ("Meet Point"). BellSouth will use jumpers to connect the Rhythms' connecting block to the splitter. The splitter will route the High Frequency Spectrum on the

circuit to the Rhythms' xDSL equipment in the Rhythms' collocation space.

16.1.4 Rhythms shall have access to the Splitter for test purposes, irrespective of where the Splitter is placed in the BellSouth premises.

16.1A BellSouth and Rhythms enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or Rhythms may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions BellSouth or Rhythms may take in any cost docket related to the terms and conditions associated with access to the High Frequency Spectrum; and (b) the positions that BellSouth or Rhythms might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide Rhythms with access to the High Frequency Spectrum, including but not limited to the positions that BellSouth or Rhythms might take before the Florida Public Service Commission in docket no. 000501-TP or before the Georgia Public Service Commission in docket no. 12228-U.

16.2 PROVISIONING OF HIGH FREQUENCY SPECTRUM AND SPLITTER SPACE

BellSouth will provide Rhythms with access to the High Frequency Spectrum as follows:

16.2.1 BellSouth Owned Splitters

16.2.1.1 BellSouth is unable to obtain a sufficient number of splitters for placement in all central offices requested by competitive local exchange carriers ("CLECs") by June 6, 2000. Therefore, BellSouth, Rhythms and other CLECs have developed a process for allocating the initial orders of splitters. BellSouth will install all splitters ordered on or before April 28, 2000, in accordance with the schedule set forth in Attachment 1 of this Agreement. Once all splitters ordered by all CLECs on or before April 28, 2000, have been installed, BellSouth will install splitters within forty-two (42) calendar days of Rhythms' submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a

particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice. BellSouth and Rhythms will reevaluate this forty-two (42) day interval on or before August 1, 2000.

16.2.1.2 After June 6, 2000, once a splitter is installed on behalf of Rhythms in a central office, Rhythms shall be entitled to order the High Frequency Spectrum on lines served out of that central office.

16.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Rhythms access to data ports on the splitter. In the event that BellSouth elects to use a brand of splitter other than Siecor, the Parties shall renegotiate the recurring and non-recurring rates associated with the splitter. In the event the Parties cannot agree upon such rates, the then current rates (final or interim) for the Siecor splitter shall be the interim rates for the new splitter. BellSouth will provide Rhythms with a carrier notification letter at least 30 days before of such change and shall work collaboratively with Rhythms to select a mutually agreeable brand of splitter for use by BellSouth. Rhythms shall thereafter purchase ports on the splitter as set forth more fully below.

16.2.1.3.1 BellSouth will install the splitter in (i) a common area close to the Rhythms collocation area, if possible; or (ii) in a BellSouth relay rack as close to the Rhythms DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified Rhythms DS0 at such time that a Rhythms end user's service is established.

16.2.2 Rhythms Owned Splitters

- 16.2.2.1 Upon completion of the conditions set forth in 16.2.2.2.1, 16.2.2.2.2, and 16.2.2.2.3, BellSouth (i) shall provide Rhythms with the option of purchasing, installing, and maintaining central office POTS splitters in its collocation arrangements, and (ii) shall enable Rhythms to obtain access to, and provide digital subscriber line services to Rhythms' Customers via, High Frequency Spectrum Network Elements that utilize such splitters.
- 16.2.2.2 Consistent with this splitter option, the Parties agree to meet collaboratively as often as necessary to resolve the following operational issues, in no event later than September 6 or sooner if possible:
 - 16.2.2.2.1 Maintenance & Repair procedures must be established for locating and resolving voice troubles found to be in Rhythms' equipment or wiring.
 - 16.2.2.2.2 Procedures will be developed for BellSouth's testing of voice circuits that enter Rhythms collocation arrangement.
 - 16.2.2.2.3 COSMOS must be modified to be able to accept two CFA pair assignments from Rhythms when Rhythms orders High Frequency Spectrum. In order for this modification of COSMOS to be completed as quickly as possible, the Parties agree as follows:
 - 16.2.2.2.3.1 By July 6, 2000, Rhythms shall identify for BellSouth the cable pairs in specific central offices that Rhythms intends to use for line sharing; and
 - 16.2.2.2.3.2 BellSouth agrees to complete modifications to COSMOS for these cable pairs by September 6, 2000.
 - 16.2.2.2.3.2.1 If it is not technically feasible for BellSouth to complete these modifications by

September 6, 2000,
BellSouth will use its best efforts to develop a work-around solution that will enable Rhythms to provide its services using High Frequency Spectrum and Rhythms' splitters by September 6, 2000. In the event such a work-around must be developed, BellSouth agrees to work collaboratively with Rhythms to develop said work-around and the Parties shall use their best efforts to develop a work-around that enables BellSouth to access records for maintenance and repair purposes.

16.2.2.3

In the event Rhythms desires to place a splitter in its physical collocation space, and such placement does not require additional cabling, cable racking, or space, BellSouth will not require an application to modify existing collocation space pursuant to Attachment 4 of the Agreement. A splitter, for purposes of this Agreement, is a passive device requiring no power and emitting no heat. Rhythms shall provide BellSouth ten (10) calendar days advance written notice of its intent to place a splitter in its collocation space. Such notice shall include the following: (1) the date Rhythms anticipates commencing the work; and (2) the estimated date of completion. Prior to installation of the splitter, Rhythms or its certified vendor will provide a Methods of Procedure for each affected collocation space. In the event the equipment installed by Rhythms does not comply with Section 16.2.2.4, below, or with applicable provisions of Attachment 4 of the Agreement, BellSouth, upon delivery of written notice to Rhythms, may require Rhythms to remedy such non-compliance. Such remedy may include removal of the equipment installed if such removal is necessary to comply with Section 3.8 of Attachment 4 of the Agreement. BellSouth shall

permit Rhythms a reasonable amount of time to remedy such noncompliance unless such noncompliance is of a character that poses an immediate and substantial threat of damage to property, injury or death to any person.

- 16.2.2.4 Any splitters installed by Rhythms in its collocation arrangements shall comply with ANSI T1.413, Annex E. or any future ANSI splitter standards. BellSouth shall also permit Rhythms to install any splitters in that BellSouth deploys or permits to be deployed for itself or any BellSouth Affiliate.
- 16.2.3 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service. In the event the end-user terminates its BellSouth provided voice service for any reason, and Rhythms desires to continue providing xDSL service on such loop, Rhythms shall be required to purchase the full stand-alone loop unbundled network element. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and Rhythms desires to continue providing xDSL service on such loop, Rhythms shall be required to purchase the full stand-alone loop unbundled network element.
- 16.2.4 Rhythms and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the High Frequency Spectrum in various real life scenarios. BellSouth and Rhythms agree that Rhythms is entitled to purchase the High Frequency Spectrum on a loop that is provisioned over fiber fed digital loop carrier. BellSouth will provide Rhythms with access to feeder subloops at UNE prices. BellSouth and Rhythms will work together to establish methods and procedures for providing Rhythms access to the High Frequency Spectrum over fiber fed digital loop carriers by August 1, 2000.
- 16.2.5 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.
- 16.2.6 To order High Frequency Spectrum on a particular loop, Rhythms must have a DSLAM collocated in the central office that serves the end-user of such loop. BellSouth will work collaboratively with Rhythms to create a concurrent

process that allows Rhythms to order splitters in central offices where Rhythms is in the process of obtaining collocation space and enables BellSouth to install such splitters before the end of Rhythms' collocation provisioning interval. While that process is being developed, Rhythms may order splitters in a central office once it has installed its Digital Subscriber Line Access Multiplexer ("DSLAM") in that central office. BellSouth will install these splitters within the interval provided in paragraph 16.2.1.

- 16.2.7 For splitters owned by BellSouth (as described in Section 16.2.1 above), BellSouth will devise a splitter order form that allows Rhythms to order splitter ports in increments of 24 or 96 ports.
- 16.2.8 BellSouth will provide Rhythms the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.
- 16.2.9 BellSouth will initially provide access to the High Frequency Spectrum within the following intervals: Beginning on June 6, 2000, BellSouth will return a Firm Order Confirmation ("FOC") in no more than two (2) business days. Once BellSouth implements electronic OSS for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time or, for orders that do not flow-through, in forty-eight (48) hours. BellSouth will provide Rhythms with access to the High Frequency Spectrum as follows:
 - 16.2.9.1 For 1-5 lines at the same address within three (3) business days from the receipt of Rhythms' LSR; 6-10 lines at same address within 5 business days; and more than 10 lines at the same address is to be negotiated. BellSouth and Rhythms will re-evaluate these intervals on or before August 1, 2000.
- 16.2.10 Rhythms will initially use BellSouth's existing pre-qualification functionality and order processes to pre-qualify line and order the High Frequency Spectrum. Rhythms and BellSouth will continue to work together to modify these functionalities and processes to better support provisioning the High Frequency Spectrum. BellSouth will use its best efforts to make available to Rhythms, by the fourth quarter of 2000, an electronic pre-ordering, ordering,

provisioning, repair and maintenance and billing functionalities for the High Frequency Spectrum.

- 16.2.11 In the event that BellSouth does not deliver, or knows that it will be unable to deliver, the High Frequency Spectrum to Rhythms on the due date, BellSouth will provide jeopardy notices to Rhythms in a timely manner according to processes and procedures to be worked out between BellSouth, Rhythms and other CLECs collaboratively.

16.3 MAINTENANCE AND REPAIR

Rhythms shall have access, for test, repair, and maintenance purposes, to any loop to which it has access to the High Frequency Spectrum. Consistent with the Amendment to the Agreement Between ACI Corp. and BellSouth Telecommunications, Inc. dated January 8, 1999 that became effective on December 13, 1999, Rhythms may access the High Frequency Spectrum at the point where the combined voice and data signal exits the central office splitter on a twenty-four (24) hour per day, seven (7) day per week basis and without the need for a BellSouth escort. Where BellSouth owns the splitter in a physical collocation arrangement, BellSouth shall provide Rhythms with access to splitters on such a basis regardless of where in a central office the splitter is located.

- 16.3.1 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the Meet Point of demarcation in the central office. Rhythms will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 16.3.2 If the problem encountered appears to impact primarily the xDSL service, the end user should call Rhythms. If the problem impacts primarily the voice service, the end user should call BellSouth. If both services are impaired, the recipient of the call should coordinate with the other service provider(s).
- 16.3.3 BellSouth and Rhythms will work together to diagnose and resolve any troubles reported by the end-user and to develop a process for repair of lines as to which Rhythms has access to the High Frequency Spectrum. The Parties will continue to work together to address customer initiated repair requests and other customer impacting maintenance issues to better support unbundling of High Frequency Spectrum.

- 16.3.3.1 The Parties will be responsible for testing and isolating troubles on its respective portion of the loop. Once a Party ("Reporting Party") has isolated a trouble to the other Party's ("Repairing Party") portion of the loop, the Reporting Party will notify the Repairing Party that the trouble is on the Repairing Party's portion of the loop. The Repairing Party will take the actions necessary to repair the loop if it determines a trouble exists in its portion of the loop.
- 16.3.3.2 If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.
- 16.3.3.3 BellSouth shall cure any troubles reported by Rhythms for the High Frequency Spectrum in the same interval in which BellSouth is required to cure a trouble reported for POTS line.
- 16.3.4 In the event Rhythms' deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify Rhythms and allow twenty-four (24) hours to cure the trouble. If Rhythms fails to resolve the trouble, BellSouth may discontinue Rhythms' access to the High Frequency Spectrum on such loop.

16.4 PRICING

BellSouth and Rhythms agree to the following negotiated, interim rates for the High Frequency Spectrum. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding or arbitration conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions. Once a docket in a particular state in BellSouth's region has been opened to determine permanent prices for the High Frequency Spectrum, BellSouth will provide cost studies for that state for the High

Frequency Spectrum upon Rhythms' written request, within 30 days or such other date as may be ordered by a state commission. All cost related information shall be provided pursuant to a proprietary, non-disclosure agreement negotiated by the Parties.

16.4.1

The interim rates set forth herein were adopted as a result of a compromise between the parties and do not reflect either party's position as to final rates for access to the High Frequency Spectrum.

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
SYSTEM, SPLITTER – 96 LINE CAPACITY	ULSDA									
Monthly recurring		\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Non Recurring – 1st		\$300	\$150	\$300	\$300	\$300	\$300	\$300	\$300	\$300
Non Recurring – Add'l.		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Non Recurring – Disconnect Only		NA	\$150	NA	NA	NA	NA	NA	NA	NA
SYSTEM, SPLITTER – 24 LINE CAPACITY	ULSDB									
Monthly recurring		\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
Non Recurring		\$300	\$150	\$300	\$300	\$300	\$300	\$300	\$300	\$300
Non Recurring – Add'l.		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Non Recurring – Disconnect Only		NA	\$150	NA	NA	NA	NA	NA	NA	NA
LINE ACTIVATION – PER OCCURRENCE	ULSDC									
Monthly recurring – OSS		\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
Non Recurring, C.O. Wiring – 1"		\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40
Non Recurring, C.O. Wiring – Add'l.		\$22	\$22	\$22	\$22	\$22	\$22	\$22	\$22	\$22
SUBSEQUENT ACTIVITY – PER OCCURRENCE - Customer requested, C.O. Re-Wiring, etc.	ULSDS									
Non Recurring – 1st		\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30
Non Recurring – Add'l.		\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15

16.4.2

Any element necessary for interconnection that is not identified above is priced as currently set forth in the Agreement.

2. BellSouth shall make available to Rhythms any agreement for the High Frequency Spectrum entered into between BellSouth and any other CLEC. If Rhythms elects to adopt such agreement, Rhythms shall adopt all rates, terms and conditions relating to the High Frequency Spectrum in such agreement.
3. In the event of a conflict between the terms of this Amendment and the terms of the Interconnection Agreement, the terms of this Amendment shall prevail.

4. All of the other provisions of the Agreement shall remain in full force and effect.
5. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Rhythms Links Inc.

By: _____

Name: _____

Title: _____

Date: _____

BellSouth Telecommunications, Inc.

By:  _____

Name: Jerry Hendrix

Title: Senior Director

Date: 5/26/00

4. All of the other provisions of the Agreement shall remain in full force and effect.
5. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Rhythms Links Inc.

BellSouth Telecommunications, Inc.

By: Eric H. Qeis

By: _____

Name: Eric H. Qeis

Name: Jerry Hendrix

Title: Secretary

Title: Senior Director

Date: May 26, 2000

Date: _____

ATTACHMENT 1

CLEC/BellSouth Line Sharing Jointly Developed

Rules for Splitter Allocation

BellSouth is unable to obtain a sufficient number of splitters for placement in all central offices requested by competitive local exchange carriers ("CLECs") by June 6, 2000. As a result of the current shortage of splitters, CLECs and BellSouth developed the following rules for splitter allocation. These rules shall apply until such time as those CLECs participating in the creation of the rules agree that the regular splitter installation rules should apply.

1. There shall be a single CLEC priority list of central offices that shall consist of the Georgia CLEC priority list combined with the priority list from the other states in BellSouth's nine-state region (the "Priority List"). This priority list shall be used for filling orders; it shall determine the order in which splitters will be deployed in those central offices for which splitters have been ordered. Georgia central offices (CO) will have priority over other state's COs.
2. During the allocation period, a CLEC may order 24 ports or 96 ports. In either event, BellSouth shall install a 96 port splitter in accordance with the Priority List. However, during the allocation period, in the event a CLEC orders 96 ports, BellSouth will only allocate 24 ports of the 96 port splitter to the first CLEC that orders a splitter for that central office, thus creating a backlog of 72 ports that have already been ordered by that CLEC ("Backlog"). In the event of a Backlog, BellSouth will charge CLEC a monthly recurring charge appropriate for the number of ports allocated to CLEC. In addition, if CLEC requested a 96 port splitter, it shall pay a non-recurring charge for a 96 port splitter, but shall pay no non-recurring charges when additional ports are added to alleviate the Backlog.
3. BellSouth will allocate, on a first-come/first-served basis, the remaining 72 ports of the splitter (in blocks of 24 ports) to the other CLECs that place an order for a splitter at that same central office.

Orders Submitted by April 28, 2000 with Due Date of June 6, 2000 or Sooner

4. A firm order for a splitter issued to the BellSouth Complex Resale Support Group (CRSG) on or by April 28, 2000, with due date of June 6, 2000, or sooner, will be given priority over orders received after April 28, 2000. Orders for the first 200 splitters received prior to April 28, 2000, will be installed on or before June 5, 2000, and shall be installed in accordance with the priority list. The first 25 splitter orders shall be installed no later than May 22, 2000.

5. In the event CLECs submit to BellSouth more than 200 splitter orders on or before April 28, 2000, BellSouth shall install fifty (50) splitters a week each week after June 5, 2000.
6. In the event there are more than four (4) orders submitted on or before April 28, 2000, for a splitter at a particular central office, a second splitter will be installed at that central office in accordance with the Priority List.
7. Backlogs associated with orders submitted on or before April 28, 2000 will be fulfilled in their entirety before any orders received after April 28, 2000 are worked. In fulfilling a Backlog, the CLEC's additional ports may not be on the same shelf as the initial 24 ports.

Orders Received after April 28, 2000

8. Irrespective of the Priority List, no orders received after April 28, 2000 will be worked until after all orders received on or before April 28, 2000 have been completed.
9. Once all orders received on or before April 28, 2000 have been worked in their entirety, orders received after April 28, 2000 will have a minimum interval of forty-two (42) calendar days from date of receipt.

Orders Submitted with Due Dates After June 6, 2000

10. Any order submitted on or before April 28, 2000, with a due date of after June 6, 2000, will be completed according to the due date provided there is available inventory and all orders with a due date of June 6, 2000 or earlier have been completed.

Georgia Rating/Ranking of Central Offices for Line Sharing

March 9, 2000

Rhythms, Covad, NorthPoint, New
Edge

CLLI

Combined Ranking

MRTTGAMA	1
RSWLGAMA	2
ATLNGABU	3
ATLNGAPP	4
DLTHGAHS	5
ATLNGASS	6
CHMBGAMA	7
AGSTGAAU	8
LRVLGAOS	9
MRTTGAEA	10
SMYRGAMA	11
LLBNGAMA	12
WDSTGACR	13
ATHNGAMA	14
AGSTGAFL	15
AGSTGATH	16
JNBOGAMA	17
NRCRGAMA	18
ATLNGATH	19
ALPRGAMA	20
DNWDGAMA	21
CMNGGAMA	22
AGSTGAMT	23
ALBYGAMA	24
GSVLGAMA	25
SNLVGAMA	26
ATLNGAIC	27
ATLNGAEP	28
TUKRGAMA	29
ROMEGATL	30
VLD SGAMA	31
MACNGAMT	32
ASTLGAMA	33
SMYRGAPF	34
DGVLGAMA	35
ATLNGAEL	36
SNMTGALR	37
CNYRGAMA	38
MACNGAVN	39
WRRBGAMA	40
NWNNGAMA	41

ATLNGAWD	42
GRFNGAMA	43
PANLGAMA	44
BUFRGABH	45
ATLNGACD	46
MACNGAGP	47
SVNHGABS	48
ATLNGACS	49
PTCYGAMA	50
RVDLGAMA	51
STBRGANH	52
MCDNGAGS	53
ATLNGAWE	54
SVNHGADE	55
SVNHGAWB	56
ATLNGAGR	57
ATLNGAAD	58
CRVLGAMA	59
ACWOGAMA	60
ATLNGABH	61
FYVLGASG	62
SVNHGAGC	63
SVNHGAWI	64
ATLNGAFP	65
ATLNGAHR	66
PWSPGAAS	67
CRTNGAMA	68
ATLNGALA	69
MRRWGAMA	70
CLMBGAMT	71
CLMBGAMW	72
LTHNGAJS	73
CVTNGAMT	74
DLLSGAES	75
FRBNGAEB	76
CLMBGABV	77
BRWKGAMA	78
ATLNGAQS	79
CNTNGAXB	80
LGVLGACS	81
SSISGAES	81

BellSouth Central Offices (All states excluding GA)

Ref. #	CLLI	State	Combined CLEC Rank
312	PRRNFLMA	FL	1
1330	MMPHTNBA	TN	2
1362	NSVLTNMT	TN	3
202	GSVLFLNW	FL	4
1	ALBSALMA	AL	5
13	BRHMALCH	AL	6
268	MLBRFLMA	FL	7
1337	MMPHTNMA	TN	8
285	ORLDFLAP	FL	9
1335	MMPHTNGT	TN	10
208	HLWDFLPE	FL	11
289	ORLDFLPH	FL	12
1333	MMPHTNEL	TN	13
324	STRTFLMA	FL	14
14	BRHMALCP	AL	15
15	BRHMALEL	AL	16
1141	CLMASCSN	SC	17
1240	CHTGTNNS	TN	18
1339	MMPHTNOA	TN	19
1073	RLGHNCSI	NC	20
299	PMBHFLCS	FL	21
698	NWORLASW	LA	22
1354	NSVLTNBW	TN	23
1309	KNVLTNMA	TN	24
16	BRHMALEN	AL	25
17	BRHMALEW	AL	26
1345	MRBOTNMA	TN	27
1364	NSVLTNUN	TN	28
623	KNNRLABR	LA	29
984	CARYNCCE	NC	30
333	WPBHFLGA	FL	31
1356	NSVLTNCH	TN	32
1363	NSVLTNST	TN	33
429	LSVLKYAP	KY	34
20	BRHMALHW	AL	35
21	BRHMALMT	AL	36
638	LFYTLAMA	LA	37
1306	KNTNTNMA	TN	38
693	NWORLAMT	LA	39
149	BCRTFLMA	FL	40
150	BCRTFLSA	FL	41
1340	MMPHTNSL	TN	42
1338	MMPHTNMT	TN	43
307	PNSCFLFP	FL	44
22	BRHMALOM	AL	45
23	BRHMALOX	AL	46
176	DYBHFLMA	FL	47

1352	NSVLTNAP	TN	48
1332	MMPHTNCT	TN	49
334	WPBHFLGR	FL	50
249	MIAMFLCA	FL	51
732	SLIDLAMA	LA	52
1307	KNVLTNBE	TN	53
64	MTGMALDA	AL	54
24	BRHMALRC	AL	55
26	BRHMALVA	AL	56
196	FTPRFLMA	FL	57
1272	FKLNTNMA	TN	58
695	NWORLARV	LA	59
1019	GNBONCAS	NC	60
1068	RLGHNCGL	NC	61
692	NWORLAMR	LA	62
1310	KNVLTNWH	TN	63
179	DYBHFLPO	FL	64
34	BSMRALMA	AL	65
148	BCRTFLBT	FL	66
233	JPTRFLMA	FL	67
1357	NSVLTNDO	TN	68
697	NWORLASK	LA	69
189	FTLDFLJA	FL	70
262	MIAMFLRR	FL	71
288	ORLDFLPC	FL	72
1361	NSVLTNMC	TN	73
667	MONRLAMA	LA	74
664	MNFDLAMA	LA	75
157	BYBHFLMA	FL	76
170	DLBHFLKP	FL	77
554	BTRGLAGW	LA	78
1237	CHTGTNDT	TN	79
232	JCVLFLWC	FL	80
253	MIAMFLHL	FL	81
988	CHRLNCCE	NC	82
431	LSVLKYBR	KY	83
1353	NSVLTNBV	TN	84
1158	FLRNSCMA	SC	85
171	DLBHFLMA	FL	86
174	DRBHFLMA	FL	87
1323	MAVLTNMA	TN	88
1358	NSVLTNGH	TN	89
230	JCVLFLSJ	FL	90
301	PMBHFLMA	FL	91
265	MIAMFLWD	FL	92
287	ORLDFLMA	FL	93
1366	NSVLTNWM	TN	94
164	COCOFLMA	FL	95
187	FTLDFLCR	FL	96
188	FTLDFLCY	FL	97
330	VRBHFLMA	FL	98
1280	GDVLTNMA	TN	99

696	NWORLASC	LA	100
264	MIAMFLSO	FL	101
989	CHRLNCCR	NC	102
683	NWORLAAR	LA	103
1311	KNVLTNYH	TN	104
557	BTRGLAMA	LA	105
190	FTLDFLMR	FL	106
191	FTLDFLOA	FL	107
1250	CLVLTNMA	TN	108
987	CHRLNCCA	NC	109
430	LSVLKYBE	KY	110
338	WPBHFLRP	FL	111
271	MNDRFLLO	FL	112
229	JCVLFLRV	FL	113
1020	GNBONCEU	NC	114
306	PNSCFLBL	FL	115
192	FTLDFLPL	FL	116
194	FTLDFLSU	FL	117
1236	CHTGTNBR	TN	118
986	CHRLNCBO	NC	119
687	NWORLACM	LA	120
1004	CPHLNCRO	NC	121
209	HLWDFLWH	FL	122
1341	MMPHTNST	TN	123
996	CHRLNCSH	NC	124
848	JCSNMSCP	MS	125
195	FTLDFLWN	FL	126
206	HLWDFLHA	FL	127
969	AHVLNCOH	NC	128
995	CHRLNCRE	NC	129
227	JCVLFLNO	FL	130
442	LSVLKYWE	KY	131
1069	RLGHNCHO	NC	132
436	LSVLKYOA	KY	133
992	CHRLNCLP	NC	134
356	BWLGKYMA	KY	135
207	HLWDFLMA	FL	136
218	JCBHFLMA	FL	137
305	PNCYFLMA	FL	138
1022	GNBONCLA	NC	139
220	JCVLFLAR	FL	140
335	WPBHFLHH	FL	141
319	SNFRFLMA	FL	142
439	LSVLKYSM	KY	143
222	JCVLFLCL	FL	144
90	TSCLALMT	AL	145
221	JCVLFLBW	FL	146
223	JCVLFLFC	FL	147
1247	CLEVTNMA	TN	148
201	GSVLFLMA	FL	149
691	NWORLAMC	LA	150
300	PMBHFLFE	FL	151

293	OVIDFLCA	FL	152
594	FKTNLAMA	LA	153
231	JCVLFLSM	FL	154
66	MTGMALMT	AL	155
243	MIAMFLAE	FL	156
245	MIAMFLAP	FL	157
99	DCTRALMT	AL	158
217	JCBHFLAB	FL	159
286	ORLDFLCL	FL	160
1102	WNSLNCVI	NC	161
428	LSVLKYAN	KY	162
981	BURLNCDA	NC	163
59	MOBLALSH	AL	164
314	PTSLFLMA	FL	165
246	MIAMFLBA	FL	166
248	MIAMFLBR	FL	167
123	HNVIALMT	AL	168
19	BRHMALFS	AL	169
690	NWORLAMA	LA	170
1287	HDVLTNMA	TN	171
290	ORLDFLSA	FL	172
1028	GSTANCSO	NC	173
52	MOBLALAZ	AL	174
1211	SUVLSCMA	SC	175
251	MIAMFLFL	FL	176
252	MIAMFLGR	FL	177
1131	CHTNSCWA	SC	178
54	MOBLALOS	AL	179
75	PNSNALMA	AL	180
1058	MTOLNCCE	NC	181
1070	RLGHNCJO	NC	182
1099	WNSLNCFI	NC	183
124	HNVIALPW	AL	184
472	OWBOKYMA	KY	185
254	MIAMFLIC	FL	186
1125	CHTNSCDP	SC	187
255	MIAMFLKE	FL	188
1140	CLMASCSH	SC	189
441	LSVLKYVS	KY	190
311	PNVDFLMA	FL	191
277	NDADFLBR	FL	192
1312	LBNNTNMA	TN	193
1166	GNVLSCDT	SC	194
281	NSBHFLMA	FL	195
256	MIAMFLME	FL	196
257	MIAMFLNM	FL	197
558	BTRGLAOH	LA	198
1126	CHTNSCDT	SC	199
33	BSMRALHT	AL	200
337	WPBHFLRB	FL	201
291	ORPKFLMA	FL	202
997	CHRLNCTH	NC	203

1169	GNVLSCWR	SC	204
327	TTVLFLMA	FL	205
260	MIAMFLPB	FL	206
261	MIAMFLPL	FL	207
849	JCSNMSMB	MS	208
1188	MNPLSCES	SC	209
577	CVTNLAMA	LA	210
279	NDADFLOL	FL	211
998	CHRLNCUN	NC	212
1071	RLGHNCMO	NC	213
1130	CHTNSCNO	SC	214
310	PNSCFLWA	FL	215
276	NDADFLAC	FL	216
266	MIAMFLWM	FL	217
177	DYBHFLOB	FL	218
1138	CLMASCSA	SC	219
686	NWORLACA	LA	220
1067	RLGHNCGA	NC	221
336	WPBHFLLE	FL	222
624	KNNRLAHN	LA	223
1207	SPBGSCMA	SC	224
1080	SLBRNCMA	NC	225
278	NDADFLGG	FL	226
302	PMBHFLTA	FL	227
1143	CLMASCSW	SC	228
440	LSVLKYTS	KY	229
1257	CRTHTNMA	TN	230
28	BRHMALWL	AL	231
435	LSVLKYJT	KY	232
639	LFYTLAVM	LA	233
332	WPBHFLAN	FL	234
1369	OKRGTNMT	TN	235
126	HNVALUN	AL	236
438	LSVLKYSL	KY	237
483	PMBRKYMA	KY	238
292	ORPKFLRW	FL	239
559	BTRGLASB	LA	240
729	SHPTLAMA	LA	241
433	LSVLKYFC	KY	242
432	LSVLKYCW	KY	243
1300	JCSNTNMA	TN	244
561	BTRGLAWN	LA	245
1101	WNSLNCLE	NC	246
1277	GALLTNMA	TN	247
556	BTRGLAIS	LA	248
726	SHPTLABS	LA	249
689	NWORLALK	LA	250
1254	CNVLTNMA	TN	251
642	LKCHLADT	LA	252
727	SHPTLACL	LA	253
1388	SMYRTNMA	TN	254
1262	DKSNTNMT	TN	255

728	SHPTLAHD	LA	256
1031	HNVLNCCH	NC	257
971	APEXNCCE	NC	258
990	CHRLNCDE	NC	259
1346	MRTWTNMA	TN	260
852	JCSNMSRW	MS	261
1394	SPFDTNMA	TN	262
665	MNVLLAMA	LA	263
1023	GNBONCMC	NC	264
1106	AIKNSCMA	SC	265
991	CHRLNCER	NC	266
1072	RLGHNCSE	NC	267
645	LKCHLAUN	LA	268
1045	LNTNNCMA	NC	269
263	MIAMFLSH	FL	270
1017	GLBONCMA	NC	271
1308	KNVLTNFC	TN	272
1135	CLMASCCCH	SC	273
1100	WNSLNCGL	NC	274
824	GLPTMSTS	MS	275
258	MIAMFLNS	FL	276
67	MTGMALNO	AL	277
259	MIAMFLOL	FL	278
1398	SVVLTNMT	TN	279
993	CHRLNCMI	NC	280
1085	SSVLNCMA	NC	281
982	BURLNCEL	NC	282
731	SHPTLASG	LA	283
1024	GNBONCPG	NC	284
74	PHCYALMA	AL	285
244	MIAMFLAL	FL	286
296	PCBHFLNT	FL	287
1037	KNDLNCCE	NC	288
165	COCOFLME	FL	289
434	LSVLKYHA	KY	290
838	HTBGMSMA	MS	291
1078	SELMNCMA	NC	292
60	MOBLALSK	AL	293
1009	DVSNNCPO	NC	294
582	DNSPLAMA	LA	295
1098	WNSLNCCL	NC	296
10	AUBNALMA	AL	297
1083	SRFDNCCE	NC	298
399	FRFTKYMA	KY	299
247	MIAMFLBC	FL	300
1248	CLMATNMA	TN	301
1018	GNBONCAP	NC	302
1136	CLMASCDF	SC	303
1105	ZBLNNCCE	NC	304
321	STAGFLMA	FL	305
1096	WNDLNCPI	NC	306
846	JCSNMSBL	MS	307

11	BLFNALMA	AL	308
427	LSVLKY26	KY	309
193	FTLDFLSG	FL	310
1242	CHTGTNRO	TN	311
212	HMSTFLNA	FL	312
159	CCBHFLMA	FL	313
985	CARYNCWS	NC	314
560	BTRGLASW	LA	315
295	PAHKFLMA	FL	316
1133	CLMASCAR	SC	317
250	MIAMFLDB	FL	318
122	HNVIALW	AL	319
1066	RLGHNCU	NC	320
1142	CLMASCSU	SC	321
210	HMSTFLEA	FL	322
154	BLGLFLMA	FL	323
1258	CRVLTNMA	TN	324
851	JCSNMSPC	MS	325
1241	CHTGTNRB	TN	326
1053	MGTNNCGR	NC	327
89	TSCALDH	AL	328
ADD	HNVIALRA	AL	329
730	SHPTLAQB	LA	330
978	BOONNCKI	NC	331
839	HTBGMSWE	MS	332
8	ATHNALMA	AL	333
610	HMNDLAMA	LA	334
874	MDSNMSES	MS	335
71	OPLKALMT	AL	336
769	BILXMSED	MS	337
269	MLTNFLRA	FL	338
1301	JCSNTNNS	TN	339
55	MOBLALPR	AL	340
552	BTRGLABK	LA	341
847	JCSNMSCB	MS	342
437	LSVLKYSH	KY	343
1129	CHTNSCLB	SC	344
492	RCMDKYMA	KY	345
411	HNSNKYMA	KY	346
1040	LENRNCHA	NC	347
1190	NAGSSCMA	SC	348
77	PRVLALMA	AL	349
213	HTISFLMA	FL	350
972	ARDNNCCE	NC	351
200	GLBRFLMC	FL	352
823	GLPTMSLY	MS	353
315	PTSLFLSO	FL	354
51	MOBLALAP	AL	355
1127	CHTNSCJM	SC	356
893	OCSPMSGO	MS	357
91	TSCALNO	AL	358
317	SBSTFLMA	FL	359

527	WNCHKYMA	KY	360
58	MOBLALSF	AL	361
1239	CHTGTNMV	TN	362
1016	GLBONCAD	NC	363
770	BILXMSMA	MS	364
1400	TLLHTNMA	TN	365
109	FRHPALMA	AL	366
1368	NWPTTNMT	TN	367
56	MOBLALSA	AL	368
666	MONRLADS	LA	369
668	MONRLAWM	LA	370
57	MOBLALSE	AL	371
404	GRTWKYMA	KY	372
970	AHVLNCOT	NC	373
1385	SHVLTNMA	TN	374
780	BRNDMSES	MS	375
1414	WNCHTNMA	TN	376
1347	MSCTTNMT	TN	377
1315	LNCYTNMA	TN	378
240	LYHNFLOH	FL	379
1374	PLSKTNMA	TN	380
1317	LRBGTNMA	TN	381
555	BTRGLAHR	LA	382
294	PACEFLPV	FL	383
850	JCSNMSNR	MS	384
1243	CHTGTNSE	TN	385
204	HBSDLMA	FL	386
1319	LXTNTNMA	TN	387
1343	MNCHTNMA	TN	388
1249	CLTNTNMA	TN	389
322	STAGFLSH	FL	390
1041	LENRNCHU	NC	391
308	PNSCFLHC	FL	392
1285	GTBGTNMT	TN	393
968	AHVLNCBI	NC	394
1238	CHTGTNHT	TN	395
304	PNCYFLCA	FL	396

**AMENDMENT
TO THE
AGREEMENT BETWEEN
ACI CORP.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JANUARY 8, 1999**

Pursuant to this Agreement, (the "Amendment"), Rhythms Links Inc. f/k/a ACI Corp. ("Rhythms"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 8, 1999, (the "Interconnection Agreement").

WHEREAS, BellSouth and Rhythms entered into an Interconnection Agreement on January 8, 1999, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Point of Interconnection:

1.1 For the State of Florida only, Sections 3.4 and 3.5 of Attachment 4 of the Interconnection Agreement are deleted in their entirety and substituted in their place are the following new sections 3.4 and 3.5:

3.4 Demarcation Point. BellSouth will designate the point(s) of interconnection between Rhythms' equipment and/or network and BellSouth's network. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. Rhythms shall be responsible for providing, and Rhythms' BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to construction and provisioning interval requirements. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Rhythms or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to the subsection following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At Rhythms' option, a Point of Termination (POT) bay or frame may be placed in the Collocation Space.

3.5 Rhythms' Equipment and Facilities. Rhythms, or if required by this Agreement, Rhythms' BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Rhythms. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.

1.2 The Parties acknowledge (i) that Rhythms does not agree that either (a) BellSouth should designate the point(s) of interconnection between Rhythms' equipment and/or network and BellSouth's network or (b) for 2-wire and 4-wire connections to BellSouth's network, the demarcation point should be a common block on the BellSouth designated conventional distributing frame, (ii) that Rhythms believes that aforementioned requirements are not consistent with the Federal Communications Commission's (FCC) rules and orders, but (iii) that Rhythms (its disagreement notwithstanding) has nonetheless agreed to enter into this Amendment on an interim basis. Should the FCC or the Florida commission order the Parties to establish the demarcation point differently than that which is set forth herein, BellSouth and Rhythms will alter the collocation arrangements provided pursuant to this Amendment to conform with the FCC or Florida commission directive.

2. For all states for which the Interconnection Agreement applies, Sections 3.7, 5.9 and 9 of Attachment 4 of the Interconnection Agreement are deleted in their entirety and substituted in their place are new sections 3.7, 5.9 and 9, including the rates in Exhibit 1, Attachment A, as follows:

3.7 Access. Pursuant to Security and Safety requirements below, Rhythms shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Rhythms agrees to provide the name, social security number, and date of birth of each employee, contractor, or agents provided with Access Keys or cards ("Access Keys") prior to the issuance of said Access Keys. Rhythms must submit to BellSouth the completed Access Control Request Form (RF-2906-C) for all employees or agents requiring access to the BellSouth Central Office a minimum of 30 calendar days prior to the date Rhythms desires access to the Collocation Space. Access Keys shall not be duplicated under any circumstances. Rhythms agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Rhythms employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Rhythms or upon the termination of this Agreement or the termination of occupancy of an individual collocation arrangement.

Lost or Stolen Access Keys. Rhythms shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Rhythms will pay BellSouth \$250.00 per Access Key(s) lost or stolen. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), Rhythms shall pay for all reasonable costs associated with the re-keying.

5.9 Security Escort. A security escort will be required whenever Rhythms or its approved agent desires access to the entrance manhole or must have access to the premises after one accompanied site visit allowed pursuant to Section 4.2.2 of the Interconnection Agreement prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed on one-half (1/2) hour increments according to Exhibit A of Attachment 4 of the Interconnection Agreement. This Section 5.9 shall only apply if the requirements of Sections 3.7 and 9 have not been met by Rhythms.

9. Security and Safety Requirements. Only BellSouth employees, BellSouth certified vendors and authorized employees, or authorized agents of Rhythms will be permitted in the BellSouth Central Office and in Rhythms' Collocation Space. Rhythms shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Central Office. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the Rhythms name. BellSouth reserves the right to remove from its premises any employee of Rhythms not possessing identification issued by Rhythms. Except in cases of BellSouth's gross negligence or willful misconduct, Rhythms shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

Rhythms will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Rhythms employee being considered for work on the BellSouth Central Office, for the states/counties where the Rhythms employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

Rhythms will be required to administer to their personnel assigned to the BellSouth Central Office security training either provided by BellSouth, or meeting criteria defined by BellSouth.

Rhythms shall not assign to the BellSouth Central Office any personnel with records of felony criminal convictions. Rhythms shall not assign to the BellSouth Central Office any personnel with records of misdemeanor convictions, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Rhythms personnel who have been identified to have misdemeanor criminal convictions.

For each Rhythms employee requiring access to a BellSouth Central Office pursuant to this agreement, Rhythms shall furnish BellSouth, prior to an employee gaining such access, a notarized affidavit certifying that the aforementioned background check and security training were completed. The affidavit will contain a statement certifying no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Rhythms will disclose the nature of the convictions to BellSouth at that time.

At BellSouth's request, Rhythms shall promptly remove from the BellSouth's premises any employee of Rhythms BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth.

Notification to BellSouth. BST reserves the right to interview Rhythms' employees, agents, or contractors. Rhythms and its contractors shall cooperate fully with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by or involving Rhythms' employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Rhythms for all reasonable costs

associated with investigations involving its employees, agents, or contractors if it can be reasonably established that Rhythms' employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Rhythms for BellSouth property which is stolen or damaged where an investigation determines that Rhythms' employees, agents, or contractors are culpable for such theft or damage. Rhythms shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. BellSouth reserves the right to permanently remove from its premises any employee of Rhythms identified as posing a security risk to BellSouth or any other CLEC, or having violated BellSouth policies set forth in the BellSouth CLEC Security Training. Rhythms shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

Use of BellSouth Supplies by Rhythms Employees. Use of any BellSouth supplies by a Rhythms employee, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be considered theft and will be handled accordingly. Costs associated with such unauthorized use of BellSouth property may be charged to Rhythms as may be all associated investigative costs. At BellSouth's request, Rhythms shall promptly and permanently remove from BellSouth's Central Office any employee of Rhythms found to be in violation of this rule.

Use of Official Lines by Rhythms Employees. Except for local calls necessary in the performance of their work, Rhythms employees shall not use the telephones on BellSouth Central Office. Charges for unauthorized telephone calls made by a Rhythms' employees may be charged to Rhythms as may be all associated investigative costs. At BellSouth's request, Rhythms shall promptly and permanently remove from BellSouth's premises any employee of Rhythms found to be in violation of this rule.

Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of any CLEC for the improper actions of its employees.

3. The Parties agree that this Amendment shall not be offered by either Party in any regulatory, judicial, or governmental proceeding as evidence of any concession or as a waiver of any position taken by the other Party in said proceeding(s).
4. Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Interconnection Agreement.
5. This Amendment shall have an effective date of December 13, 1999.
6. All of the other provisions of the Agreement, dated January 8, 1999, shall remain in full force and effect.

7. Either or both of the Parties may submit this Amendment to the appropriate Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Rhythms Links Inc.

By: Eric H Gels

Name: ERIC H GELS

Title: Secretary

Date: 12/8/99

BellSouth Telecommunications, Inc.

By: Jerry Hendrix

Name: Jerry Hendrix

Title: Senior Director

Date: 12/13/99

EXHIBIT 1
Attachment A

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1A1	Security Access System			
	Security system*	Per Central Office	\$52.00	
	New Access Card	Per Card		\$55.00
	Activation*			
	Administrative change, existing card*	Per Card		\$35.00
	Replace lost or stolen card*	Per Card		\$250.00

Rate "True-Up." The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the Commission. Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, Rhythms shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Rhythms. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

**FIRST AMENDMENT TO
INTERCONNECTION AGREEMENT
By and Between
BELLSOUTH TELECOMMUNICATIONS, INC.
AND
ACI CORP.
DATED January 8, 1999**

Pursuant to this Agreement, (the "Amendment"), Rhythms Links Inc. f/k/a ACI Corp. and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between ACI Corp. and BellSouth dated January 8, 1999 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. ACI Corp. has changed the name of said business to Rhythms Links Inc., a Delaware corporation. The Interconnection Agreement is hereby amended to reflect the name change.
2. All of the other provisions of the Interconnection Agreement, dated January 8, 1999 shall remain in full force and effect.
3. Either or both of the Parties may submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives as of the date indicated below.

Rhythms Links Inc.

By: Eric Gess
Name: Eric Gess
Title: Secretary
Date: 12/8/99

BellSouth Telecommunications, Inc.

By: Jerry Hendrix
Name: Jerry Hendrix
Title: Senior Director-Interconnection Services
Date: 12/13/99